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**Pets, Service and Assistance (Emotional Support or Comfort) Animals in**

**Nursing Facilities**

*IHCA’s Regulatory & Legal Team Work Group*

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**SERVICE/ASSISTANCE ANIMAL POLICY GUIDANCE**

Iowa Health Care Association’s Regulatory and Legal team offer the following guidance on developing a service/assistance animal policy for use in nursing facilities.

1. You may have a policy that prohibits pets in your nursing or skilled nursing facilities (NF/SNF). If so, that should be in your admission agreement or related admission documentation. If you do allow pets, you will need a policy and procedure to describe how you will handle pets in the facility.
2. If a resident wishes to come to your facility with a **trained service** **animal**, you are required under the Fair Housing Act to allow the animal to reside with the resident. Under the ADA, a service animal is defined as one that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the animal must be directly related to the person’s disability. These animals are specially trained for residents which may include assistance with visual impairments (e.g. – seeing-eye dog), seizure disorders (e.g. – anticipates a patient’s seizures and keeps patient safe), etc. and are not considered to be pets.

***In situations where it is not obvious that an animal is a service animal, staff may ask only two specific questions:***

1. ***Is the animal a service animal required because of a disability?***
2. ***What work or task has the animal been trained to perform?***

***Facility staff members are not allowed to request any documentation for the animal (other than vaccination/licensure documentation), may not require that the animal demonstrate its task, or inquire about the nature of the person’s disability.***

1. If a resident wishes to bring an **emotional support or comfort animal** to your facility and **the animal** **is not specially trained as a service animal,** you may decline to allow this support/comfort animal unless the resident’s treating physician has provided a written medical opinion that provides the following elements:

	1. The resident has a condition or a disability that may be benefited with the use of a comfort or emotional support animal.
	2. That the physician believes that the animal being considered helps relieves one or more symptoms of that disability or condition for the specific resident.

***The Iowa Civil Right Commission has recently prepared a form for use by residents, to be signed by a health care professional to address the requirements associated assistance animals. A copy of this form is attached at the end of this guidance.***

***Unless the facility receives the documentation from the physician as set forth in the attached form or documentation with the foregoing requirements, the facility is not required to allow the assistance animal in your facility.***

1. All animals residing in the facility, whether you allow pets or whether they fall under the definition of a service or comfort/emotional support animals should be subject to these guidelines:

	1. The resident (or family, friends, third parties) is solely responsible for caring for and supervising the animal, which includes toileting, feeding, exercise, grooming and veterinary care. Nursing facilities are not obligated nor required to supervise or otherwise care for any animal. If the resident is unable to carry out these tasks, the resident must arrange with family members, friends or other thirty parties to care for and supervise the animal. The facility could assume some responsibility of the animal care for a fee, however this sets an unwise precedent and is not recommended.
	2. If the resident is not able to care for the service animal, and cannot or does not make arrangements for someone else to care for the animal, the facility may place the animal in a boarding facility at resident expenses, or make other appropriate arrangements. However, the facility must give the resident the opportunity to make arrangements for the animal’s care before taking such steps.
	3. The facility has the right to require that all animals, whether pets, service animals or comfort animals, be properly licensed and vaccinated, if that is a requirement in your community.
	4. All animals regardless of classification have to be properly trained and handled at all times. For instance, jumping on other residents, staff or visitors, incessant barking, inappropriate toileting, etc. won’t be tolerated. Facilities will probably need to allow certain service animals in the dining room, depending on the reason for the animal, however the animal would have to lay at the feet of the resident/owner and not bother other residents during the dining experience. (ADA requirements)

The following is a sample agreement to be tailored to your facility and signed by both a facility representative and resident/legal surrogate.

**SAMPLE ASSISTANCE ANIMAL AGREEMENT**

Subject to the policies set forth in this Agreement and subject to documentation of disability issued by a physician, psychiatrist or other mental health professional to **(name of facility)**. Residents (hereafter “Resident”) may own a service/assistance animal domiciled in their room. This policy is subject to all applicable federal and state laws. This policy does not allow any arrangements not required by applicable federal and state laws nor does it permit any actions or arrangements not required by applicable federal and state laws.

1. Prior to keeping a service/assistance animal in (name of facility), Resident must provide:
	1. A current license issued by the appropriate governmental authority, if applicable;
	2. Evidence that the service/assistance animal has received current vaccinations

including but not limited to rabies and distemper inoculations or boosters, if applicable.

1. All Residents with service/assistance animals shall comply with the following rules:
	1. The Resident demonstrates the capability to care for the service/assistance animal.
	2. Only one service/assistance animal per resident will be permitted, unless specifically directed otherwise by a physician.
	3. When outside the resident’s room, dogs and cats must be kept on a leash and controlled by an adult.
	4. Resident shall not permit their service/assistance animal to disturb, interfere with or diminish the peaceful enjoyment of other Residents or neighbors. Complaints of disturbances in violation of this policy, in the discretion of **(name of facility)** may result in the revocation of the service/assistance animal permit.
	5. The Resident is responsible for caring for and supervising the animal, which includes toileting, feeding, exercise, grooming and veterinary care. The facility is not obligated nor required to supervise or otherwise care for the Resident’s animal. If the Resident is unable to carry out these tasks, the Resident must arrange with family members, friends or other thirty parties to care for and supervise the animal
	6. Resident must provide litter boxes for cat waste, which must be kept inside the Resident’s room. Residents shall not permit refuse from litter boxes to accumulate or to become unsightly or unsanitary.
	7. Resident or family/friends/third parties shall be solely responsible for cleaning up service/assistance animal droppings or urine. Droppings must be disposed of by being placed in an appropriate sealed container and then placed in a refuse container. Residents are responsible for properly disposing of all service/assistance animal waste in a proper refuse container.
	8. Resident shall take adequate precautions and measures necessary to eliminate service/assistance animal odors within or around the resident’s room and shall maintain the room and **(name of facility)** grounds in a sanitary condition at all times.
	9. If service/assistance animals are left unattended for a period of twenty-four (24) hours or more (for dogs, 12 hours), representatives of **(name of facility)** may contact the Attendant, identified in Section 13 below to assure care is being provided. If the Attendant cannot be reached, or does not respond to **(name of facility)**’s contacts regarding the need for care of the animal, **(name of facility)** may enter the room, remove the service/assistance animal, and transfer it to the proper authorities or a local veterinarian, subject to the provisions of Iowa law and local ordinances. **(Name of facility)** accepts no responsibility for the animal under such circumstances, and Resident agrees to be financially responsible for any cost of boarding or care resulting from the animal’s removal from the facility.
	10. Residents may not alter their room in order to create an enclosure for any service/assistance animal without prior approval from **(name of facility)**.
	11. The Resident is responsible for all damages caused by their service/assistance animals, including fumigation of rooms or common areas.
	12. In the event of the death of a service/assistance animal, Resident shall properly remove and dispose of the remains.
	13. Resident must identify an attendant for service/assistance animals in the event of Resident(s) absence from the room. The Attendant for the Resident is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Phone number for the attendant is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(please provide two numbers). The email address for the attendant is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The protocols for maintaining a service/assistance animal in a room at **(name of facility)** shall be subject to the rules set forth herein. The agreement to maintain an animal may be revoked at any time by **(name of facility)** if, after giving the Resident written notice of non-compliance with the rules, including when the animal is observed to be destructive, creates a nuisance, creates unresolved cleanliness or sanitation problems, represents a threat to the safety or security of other Residents and neighbors, or affects the peace and well-being of Residents, and the Resident (or Attendant) fails to correct the non-compliance within three days.

**Failure by a Resident to remove an animal following written notice of revocation of this Agreement, may result in termination of the admission agreement, as allowed and permitted by law.**

I/we have received, read, and understand the above policy provisions regarding the keeping of service/assistance animals and agree to abide by those provisions as they may from time to time be amended by **(name of facility).**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Representative Date

**Request for Assistance Animal as a Reasonable Accommodation in Housing:**

**Health Care Professional Form**

Requester’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, intend to request that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ permit me to keep an assistance animal as a reasonable accommodation in housing for my disability. In connection with that application, I am requesting that you complete this form regarding my disability. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Requester’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUIREMENTS FOR HEALTH CARE PROFESSIONAL**

A health care professional shall only make the findings listed in the next section if all of the following conditions apply:

1)The health care professional has met with the patient or client in person or by telemedicine, 2)The health care professional is familiar with the patient or client and the disability ,and 3)The health care professional is legally and professionally qualified to make the finding.

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**TO BE COMPLETED BY HEALTH CARE PROFESSIONAL**

1. Does the individual identified above have a disability? ☐ Yes ☐ No

2. If yes, is the need for an assistance animal related to that disability? For example, does or would an assistance animal alleviate one or more of the symptoms or effects of the disability? ☐ Yes ☐ No

Health Care Provider’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_