



## CARING HABITAT REHABILITATION PATIENT ADMISSION AGREEMENT

THIS REHABILITATION PATIENT ADMISSION AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### BETWEEN

**CARING HABITAT GLOBAL LIMITED**, a private limited by liability company incorporated under the laws of the Federal Republic of Nigeria with RC number 1941768 and its registered office situate at \_\_\_\_\_ (hereinafter referred to as "**Caring Habitat**") of the first part

### AND

\_\_\_\_\_ of \_\_\_\_\_, Lagos State (hereinafter referred to as the "**Responsible Party**", which term shall include his heirs, personal representatives, successors and assigns) of the second part

### AND

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ State (hereinafter referred as the "**Patient**", which term shall include his heirs, personal representatives, successors and assigns) of the third part.

**Caring Habitat**, **Responsible Party** and **Patient** are collectively referred to as the "**Parties**" and individually referred to as the "**Party**".

**NOW THIS AGREEMENT WITNESSES** as follows:

#### 1. DEFINITION

"**Facility**" means Caring Habitat's premises and/or offices where it provides the Rehabilitation Program to the Patient and other patients.

"**Patient**" means any person who expresses interest in being admitted in the Facility for the Rehabilitation Program or who is referred from another hospital or facility for admission into the Facility for the Rehabilitation Program, and completes the Rehabilitation Admission Form.

"**Rehabilitation Program**" means the physical rehabilitation program where the Patient is admitted to the Facility for the purpose of providing care services to the Patient. The services to be provided by Caring Habitat to the Patient include the following:

- a. Outpatient Rehabilitation Service
  - i. Continuation of care

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- ii. Activities of daily living
  - iii. Ambulation
  - iv. Hydro therapy/water aerobics
- b. Inpatient Rehabilitation Service
- i. Activity
  - ii. Transfer
  - iii. Gate training
  - iv. Aerobic exercises
- c. Other services as may be determined by Caring Habitat and agreed by Patient and Responsible Party.

**“Responsible Party”** means any person who requests to admit a Patient or is responsible for a Patient admitted into the Facility for the Rehabilitation Program. This person may be a spouse, sibling, child, grandchild, friend, nephew, niece, cousin, next of kin, relative or friend of the Patient.

## **2. RIGHTS, OBLIGATIONS & LIABILITIES OF CARING HABITAT**

- a. Caring Habitat shall provide the Patient with the following:
- i. A conducive room in its Facility with a locked storage space;
  - ii. Laundered facility linen;
  - iii. Professional care and such other personal services as may be required for the Rehabilitation Program as signed up by the Patient in his/her Rehabilitation Admission Form, which are required for the health, safety, welfare, good grooming and well-being of the Patient.

The Rehabilitation Admission Form is hereby incorporated by reference into this Agreement.

- b. Caring Habitat shall engage the services of licensed Physicians, consultants and other independent practitioners towards the Rehabilitation Program of the Patient.

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- c. Caring Habitat shall permit the Patient to request to upgrade or change the room allocated to the Patient at any time for any reason, provided the room is readily available and the Patient is financially able and ready to pay for the requested room. The Parties agree that Caring Habitat reserves the right to make room changes for roommate capability or to admit new patient to the Facility.
- d. Caring Habitat shall be responsible for all the Patient's items delivered directly into its custody by the Patient and/or Responsible Party for safekeeping in the Facility's safe.
- e. Save for the above obligations during the Rehabilitation Program, Caring Habitat is not responsible or obligated in any way whatsoever to the Patient and Responsible Party.

### **3. RIGHTS, OBLIGATIONS & LIABILITIES OF THE RESPONSIBLE PARTY**

- a. In the event the Patient is unable to provide personal funds for himself/herself, the Responsible Party shall provide all personal funds required by the Patient during the Rehabilitation Program in the Facility.
- b. The Responsible Party shall not bring any pets or animals to the Facility or the room during his/her visits to the Patient during the Rehabilitation Program.
- c. The Responsible Party shall be responsible for bringing food and drinks to the Patient and shall not delegate another person on the list of visitors to do so on his behalf without notifying Caring Habitat in writing prior to the visit of such person on the list.
- d. The Responsible Party agrees that Caring Habitat shall not permit any visitor who is not authorized to bring food and drinks to take such items to meet the Patient during the period of the Rehabilitation Program.
- e. The Responsible Party and any of the visitors shall not bring any hazardous or dangerous items to the room or the Facility when visiting the Patient during the Rehabilitation Program.
- f. The Responsible Party shall promptly notify Caring Habitat in writing with a list of persons that are allowed to visit the Patient during the

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Rehabilitation Program in the Facility. Any additional name(s) shall be communicated in writing by the Responsible Party to Caring Habitat at least 24 (Twenty-Four) hours prior to the scheduled visit. Any revision of the list of persons shall be communicated in writing to Caring Habitat. The Responsible Party agrees that Caring Habitat shall not be responsible and/or liable for any visitation by a person on the list prior to any change of the list by the Responsible Party.

- g. In the event where the Patient is unable/incompetent to decide on when they want to accept visitors, who should visit them and whether they want to eat the food or take the drink of the visitor, the Responsible Party shall be responsible for making the decision on behalf of the Patient.
- h. To foster a healing and positive environment for all, the responsible party or any of their representative shall treat the Staff of Caring Habitat with respect and dignity. Hence, Caring Habitat reserves the right to take appropriate measures to address any and all acts of physical, verbal or sexual abuse or discrimination of any kind to its Staff. All grievances must be escalated to the management or the attached service personnel for prompt action.
- i. The responsible party or any of their representative shall not video record any clinical staff of Caring Habitat while performing their duties.
- j. The responsible party or any of their representative shall not interfere with the clinical staff during a clinical procedure.
- k. The responsible party or any of their representative shall only bring in medications provided by the referring hospital upon discharge. Upon the exhaustion of such medications, Caring Habitat shall supply all necessary medications with or without consultation from the responsible party dependent on the condition of the patient. Patients/responsible party/family members/Carers shall not bring in medications purchased from other pharmaceutical establishments without the approval of Caring Habitat.

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#### **4. RIGHTS, OBLIGATIONS & LIABILITIES OF THE PATIENT**

- a. The Patient shall provide all his/her personal funds as required by the Patient during the Rehabilitation Program in the Facility.
- b. The Patient shall be responsible for paying the admission deposit and subsequent additional deposits to Caring Habitat as stated in Clause 5 below.
- c. The Patient shall not bring any jewelry or valuables to the room or the Facility. The Patient shall be solely responsible for the security and safekeep of all his/her items brought into the allocated room in the Facility and shall hold Caring Habitat harmless for any theft, loss, misplacement or damage thereto.
- d. The Patient shall have the right to decide when they want to accept visitors and who the visitors will be.
- e. The Patient agrees that Caring Habitat shall not permit any visitor who is not authorized to bring food and drinks to take such items to meet the Patient during the period of the Rehabilitation Program.
- f. The Patient shall be responsible to provide for his/her personal clothing and effects as needed by the Patient and the Patient shall not infringe on the rights of other patients at the Facility.
- g. In the event that the Patient intends to upgrade or change the allocated room in the Facility to another room, the Patient shall give at least three (3) days' notices to Caring Habitat; permit Caring Habitat to confirm that the room is available and make immediate payment for the new room upon confirmation by Caring Habitat.

Provided that it is agreed at all times that Caring Habitat, based on its analysis and judgment, can refuse to upgrade or change the Patient to another room on the ground that such upgrade or change is not in the client's best interest.

- h. The Patient shall not store any hazardous or dangerous item(s) in the room.

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- i. The Patient shall not dump any waste or refuse in or around the room and Facility apart from the designated waste bin(s) and waste area(s).
- j. Not to tamper with, damage, destroy or move any appliance, electronic and furniture within the room during the Rehabilitation Program.
- k. The Patient shall not engage in, nor permit, any activity within their room or anywhere in the Facility that constitutes a nuisance or disturbs the peace and comfort of the occupants in the adjoining rooms within the Facility in any manner whatsoever.
- l. The Patient agrees to abide by Caring Habitat's rules and regulations on the Facility and to respect the dignity, personal rights, privacy and property of other patients within the Facility.
- m. The Patient shall not bring, keep, permit to be kept or breed in the room or anywhere in the Facility, any pets or animals of any description without the prior written consent of Caring Habitat.
- n. The Patient shall not use the allocated room for any criminal activity, neither shall the Patient allow any of his/her visitors and/or the Responsible Party to engage in any criminal activity during the period of the Rehabilitation Program.

## 5. PAYMENT

- a. Caring Habitat's daily admission rate for a standard room at the Facility is ₦ \_\_\_\_\_ and ₦ \_\_\_\_\_ for an executive room.
- b. The Patient and/or Responsible Party shall make payment of an initial deposit of ₦1,500,000.00 (One Million five Hundred Thousand Naira) for a standard room and deluxe room or ₦2,000,000.00 (Two Million Naira) for an executive room and executive suite to Caring Habitat upon the Patient's admission into the Facility for the Rehabilitation Program. The deposit by the Patient and/or Responsible Party must be made before the room in the Facility is allocated to the Patient.

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- c. Daily utilization will be collated by Caring Habitat and communicated to the Patient and/or Responsible Party on weekly basis or as requested by the patient for his/her information. This sum will be deducted by Caring Habitat from the admission deposit paid by the Patient and/or Responsible Party in Clause 5b above unless the deposit has been exhausted.
- d. The Patient and/or Responsible Party shall make additional deposit payment of ₦\_\_\_\_\_ three (3) days prior to the anticipated exhaustion of the admission deposit, as communicated by Caring Habitat to the Patient and/or Responsible Party.
- e. The Patient and Responsible Party shall immediately pay for any special services and supplies not included in the Rehabilitation Program but provided by Caring Habitat to the Patient. The charges for such services shall be agreed upon by the Parties prior to the provision of the service.
- f. The Responsible Party and the Patient understand and agree that Caring Habitat reserves the right to change the rates of the rooms based on the economic fluctuations. Any change in the room rates shall be communicated by Caring Habitat to the Responsible Party and the Patient in writing and the Patient and/or Responsible Party shall have 5 (Five) days to comply and make payment of the new room rate.
- g. All payments by the Patient and/or Responsible Party to Caring Habitat shall be made by electronic transfer, through the use of POS machines or to a designated Bank Account to be provided by Caring Habitat to the Patient and/or Responsible Party. There shall be no cash payment to Caring Habitat.

## **6. PATIENT FINANCIAL AFFAIRS MANAGEMENT**

- a. The Parties agree that Caring Habitat does not, and shall not, manage the financial affairs of patients, including the Patient, during the Rehabilitation Program at the Facility.
- b. The Parties also agree that Caring Habitat shall not use its finances to facilitate the care of the Patient or any make any out-of-pocket expense(s) on behalf of the Patient.

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## 7. NON-DISCRIMINATION

Caring Habitat agrees that it and all its members of staff, physicians, consultants and other independent practitioners engaged by Caring Habitat, shall not discriminate against the Patient on any ground whatsoever, including but not limited to race, color, nationality, ancestry, age, gender or religion during the period of the Patient's Rehabilitation Program at its Facility.

## 8. TRANSFER

- a. The Patient shall have the right to transfer himself/herself to any health care facility of his/her choice during the period of the Rehabilitation Program at the Facility.
- b. **Physical condition** – If the Patient's physical condition deteriorates clinically during the Rehabilitation Program, which necessitates a change in care which Caring Habitat is not prepared to provide, the Patient has the right to transfer himself/herself to a health care facility of his/her own choice or to a health care facility that Caring Habitat deems best suited to handle that particular condition.
- c. **Mental incapacity** - If the Patient is found to be mentally disturbed/unsound, based on Caring Habitat's clinical judgment, and cannot be managed after the admission to the Facility for the Rehabilitation Program, the Parties agree that Caring Habitat can transfer the Patient to any nearby government-owned hospital or facility that will best serve the Patient's needs and/or condition as directed by the attending physician.
- d. **Abandonment** – When the Responsible Party is responsible for the deposit payment in Clause 5 above and fails to make such payment at least three (3) days before the exhaustion of the initial deposit payment or any additional deposit payment, Caring Habitat shall make immediate arrangements for the transfer of the Patient to any nearby government-owned hospital or facility.

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- e. Save for an emergency, Caring Habitat shall not transfer the Patient from the Facility without prior written notification to the Patient and/or his/her Responsible Party.
- f. Where a transfer is necessary as stated in Clauses 8a to 8d above, Caring Habitat shall do the following:
  - i. Arrange for the facility for the Patient to be transferred;
  - ii. Prepare suitable clinical notes, lists of orders and all records of medications that will facilitate seamless transfer to the receiving facility.
- g. The Parties agree that when the Patient is transferred by Caring Habitat on any of the grounds above, the Responsible Party shall be responsible for the Patient at the government hospital or facility, including the payment of any fees to the said hospital or clinic.
- h. The Parties agree that the Responsible Party shall be responsible for the payment of attendant costs of the transfer by Caring Habitat and any outstanding deposit payments for the room at the Facility.

## **9. DISCHARGE OF PATIENT**

- a. The Patient shall have the right to request/demand that he/she wants to be discharged from the Facility during the Rehabilitation Program. In the event of self-discharge, the Patient shall sign a Discharge Form. The Patient also agrees that Caring Habitat shall not be held liable for any adverse effects of such self-discharge. The Discharge Form shall contain that the Patient is seeking discharge against medical advice and shall be signed by the Patient before discharge.
- b. In the event the Patient is not capable of making such request for discharge by himself/herself, for any reason whatsoever, Caring Habitat shall discharge the Patient upon request by the Responsible Party and shall ensure the Patient is only discharged into the care of the Responsible Party, who shall sign a Discharge Form, or anyone authorized in writing by the Responsible Party. The Patient shall not be discharged to any other person. The Parties agree that Caring Habitat shall not be held liable for any adverse effects of such discharge. The Discharge Form shall contain that



the Responsible Party is seeking discharge against medical advice and shall be signed by the Responsible Party before discharge.

- c. At discharge, there shall be payment reconciliation by the Parties. If the admission deposit or any additional deposit paid by the Patient has not been fully utilized, Caring Habitat shall remit the balance to the Patient within 24 (Twenty-Four) hours of the Patient's discharge. Remission to the Patient shall only be by electronic transfer to a preferred bank account of the Patient. Third party refunds on discharge will be issued to the account the funds came from unless other arrangements have been made in writing indemnifying Caring Habitat.
- d. The Patient shall not be discharged if the Patient owes any daily admission rate(s) on the allocated room prior to the discharge. The Patient shall be required to make any outstanding payments to Caring Habitat in the manner stated in Clause 5c, before the Patient shall be discharged. For clarity, discharge of the Patient is completed when all outstanding payments have been made by the Patient and confirmed by Caring Habitat.

## **10. DATA PROTECTION AND CONSENTS**

- a. Subject to the Patient's right to refuse a specific care and/or treatment, the Patient and/or the Responsible Party herein consents to care and/or treatment provided by Caring Habitat for the Rehabilitation Program.
- b. The Patient and the Responsible Party hereby consent to the collection, use, disclosure, transfer, transmission, retention and destruction of his/her personal information for the purpose of the care in the Rehabilitation Program, payment, health care operations or as permitted by the Nigeria Data Protection Act 2023, and any other applicable legislation, particularly with respect to the required processing for legitimate reason by Caring Habitat.
- c. The Patient and the Responsible Party understand and consent that Caring Habitat may share his/her personal information to any third parties for the purpose of providing the services contemplated in the Rehabilitation Program, and that personal information may cross the borders of Nigeria for the purpose of the processing.

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- d. The Patient and the Responsible Party consent that their facial photographs, relevant Government Identifiers (National Identity Card, Permanent Voters' Card, Drivers' License or International Passport) may be collected by Caring Habitat for the purpose of identification prior to admission to the Facility. Also, relevant personal health information of the Patient and the personal information of the Responsible Party will be collected by Caring Habitat prior to admission to the Facility.
- e. In the event Caring Habitat intends to collect and use the photograph or personal information of the Patient and/or the Responsible Party for socialization programs or publication in newspapers, newsletters, brochures or television and for other marketing purposes, Caring Habitat shall notify the Patient and/or the Responsible Party and obtain consents prior to such processing.
- f. The Patient has separately consented to the Form for Consent for the Use or Disclosure of Health Information in Schedule A of this Agreement.
- g. Caring Habitat undertakes to take all reasonable and appropriate organizational and technical measures to protect the personal health information of the Patient and the personal information of the Responsible Party in its custody and/or control and shall ensure that any third party complies with all relevant protection standards to protect the said data.

## **11. TERMINATION**

- a. Either Party may terminate this Agreement by giving the other Party(is) five (5) days' notice in writing of its intention to terminate the Agreement.
- b. If any Party to this Agreement breaches any of the terms of this Agreement as it pertains such Party, this shall be a ground for termination of this Agreement as stated in Clause 11a above.
- c. The Patient can terminate this Agreement at any time by leaving the Rehabilitation Program and consequently the Facility subject to the

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payment of any outstanding deposit payment(s) and charges for special services.

## **12. AMENDMENT**

This Agreement may not be modified or amended except in writing by the Parties except for increases or changes in charges and/or room rates in accordance with this Agreement, and modifications that may become necessary as are required by changes in the law or regulation which are deemed to be a part of this Agreement.

## **13. WAIVER**

The failure of any Party to enforce any term of this Agreement or the waiver by any Party of a breach of this Agreement shall not prevent the subsequent enforcement of such term and no Party shall be deemed to have waived subsequent enforcement of this Agreement.

## **14. SEVERABILITY**

It is agreed and understood that if any provision of this Agreement becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement, shall not in any way be affected or impaired, and this Agreement shall be construed as if such illegal, invalid or unenforceable provision were not contained herein and in such event, the Parties shall endeavor to carry out the terms of this Agreement as nearly as possible in accordance with its original terms and intent.

## **15. MISCELLANEOUS**

- a. The Parties understand and agree that the Facility is a non-smoking facility.
- b. This Agreement represents the entire agreement between the Parties. No variation of this Agreement shall be valid or effective unless it is made in writing and duly executed by the Parties hereto.
- c. The Parties have reviewed this Agreement and obtained independent legal advice before executing this Agreement.

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- d. This Agreement may be executed in counterparts with all of such counterparts, when taken together; having the same effect as if only a single Agreement has been executed. Facsimile, e-mail or electronic signatures below shall be deemed original and shall have the same force and effect as original signatures.
- e. All notices under this Agreement shall be deemed properly sent if sent by registered mail (with delivery confirmation) or hand delivered to the address of each Party stated in this Agreement or by email to the Parties via their respective email addresses communicate to each other.

#### **16. GOVERNING LAW AND DISPUTE RESOLUTION**

- a. This Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.
- b. In the event of any dispute, controversies of claims arising from this Agreement, which cannot be settled by mutual agreement, the Parties agree that such dispute, controversies or claims shall be submitted to the Nigerian Courts for adjudication.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in the manner below, the day and year first above written.

**SIGNED FOR AND ON BEHALF OF  
CARING HABITAT GLOBAL LIMITED**

BY:

**NAME:** Dr. Abdul Odemuyiwa

**DESIGNATION:** Chief Medical Director

**SIGNATURE:**

**CARING HABITAT**

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**SIGNED, SEALED AND DELIVERED**

By the within-named **Patient** and **Responsible Party**

**Name:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

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

In the presence of:

Name: \_\_\_\_\_

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

Occupation: \_\_\_\_\_

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

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## **SCHEDULE A**

### **Consent for the Use or Disclosure of Health Information (For Treatment, Payment, or Rehabilitation Operations)**

I understand that as part of the Rehabilitation Program, Caring Habitat and the physician(s) who care for me originate and maintain health records describing my health history, symptoms, examination and test results, diagnoses, treatment, and any plans for future care or rehabilitation. I understand that this information serves as:

- a. A basis for my care and rehabilitation
- b. A means of communication among the many staff, consultants and care professionals who contribute to my rehabilitation
- c. A source of information for applying my diagnosis and rehabilitation information to my bill
- d. A tool for the routine rehabilitation operations, such as assessing quality and reviewing the competence of the care professionals

I understand that I have the right to review the notice prior to signing this consent. I also understand that Caring Habitat reserves the right to change its notices and practices and that prior to implementation of such changes Caring Habitat will mail or hand deliver a copy of the revised notice to me.

I have been informed that if I refuse to sign this consent for the use and disclosure of my health information that Caring Habitat may refuse to admit or to care for me in any manner.

#### **I understand that I have the right to:**

- a. Object to the use of my health information for directory purposes
- b. Request restrictions as to how my health information may be used or disclosed to carry out rehabilitation, payment, or rehabilitation operations and that Caring Habitat is not required to agree to the restrictions requested. If Caring Habitat does agree to my requested restrictions, I further understand Caring Habitat will be bound to those restrictions.
- c. Revoke this consent in writing, except to the extent that Caring Habitat has already taken action in reliance thereon. I understand that if I revoke my consent, then Caring Habitat will no longer be able to treat me and I will be discharged from the Facility.

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**Name of Patient**

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**Signature**

---

**Date**

In the presence of the **Responsible Party**:

Name: \_\_\_\_\_

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

Occupation: \_\_\_\_\_

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

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