

The Independent Living Homes Law, 5772- 2012

Chapter A: Definitions

Definitions

1. In this law-

"Independent Living Homes" – A collection of apartments intended for the residence of Residents, concentrated in one building or in a number of adjacent buildings, in which various services are offered to Residents, in lieu of payment, including maintenance, cleaning and security services;

"Application in respect to an Order" – An application to extend the force of an Administrative Restriction Order according to section 38 (G), an application to cancel an Administrative Restriction Order according to section 39 or motion to grant a Judicial Restriction Order according to section 40;

"Resident" – Anyone aged sixty years or over living in an Apartment in an Independent Living Home and his spouse living together with him in this Apartment;

"Apartment" – A room or set of rooms that are intended to serve as a complete and separate dwelling unit, in which one may conduct an independent household;

"Criminal Proceedings" – Commencing with the filing of an indictment;

"Agreement" – According to its meaning in section 16;

"Residents' Committee" – According to its meaning in section 35;

The "Penal Law" – The Penal Law, 5737 – 1977;

The "Consumer Price Index" – The Consumer Price Index published by the Central Bureau of Statistics;

"Medical Institution" – According to its meaning in section 24 of the Public Health Ordinance;

"Representative" – According to its meaning in section 34 (a);

"Nursing Care Ward" – A medical ward in which patients requiring Nursing Care as defined in the Public Health Ordinance are hospitalized;

The "Commissioner" - The person in charge of Independent Living Homes, appointed according to section 47;

"Director", of an Independent Living Home - The person who is in fact responsible for the day to day management of an Independent Living Home.

"Disclosure Document" – According to its meaning in section 17;

"Supervisor" – The person appointed by the Minister as Supervisor according to section 36;

"The Ministry of Welfare" – The Ministry of Welfare and Social Services;

"Deposit" – A payment which is paid by a Resident to a License Holder according to the Agreement, serving also as a security for the performance of the terms of the Agreement, which according to the terms of the Agreement the License Holder must repay, all of this aforementioned sum or a part of it, to the Resident at the end of the Agreement, after deducting any sum from this payment in accordance with the provisions of the Agreement and the law;

The "Public Health Ordinance" – The Public Health Ordinance, 1940;

"District Physician" – As defined in the Public Health Ordinance;

"Operating License", "License" – A License to operate an Independent Living Home granted according to chapter B;

"Control" – As defined in the Securities Law, 5728- 1968;

"The Minister" – The Minister of Welfare and Social Services.

Chapter B: License to Operate an Independent Living Home

Licensing Duty

2. A person shall not operate an Independent Living Home unless he was granted a License according to this chapter regarding that same Independent Living Home and subject to the terms of the License and the provisions of this law.

Application for License or for Renewal of License

3. (a) An applicant requesting a License or an applicant requesting to renew such License (in this chapter – the License Applicant) shall submit an application to the Commissioner for this purpose.

(b) An application to renew a License shall be submitted to the Commissioner at least 45 days prior to the License expiry date.

(c) Within the regulations, The Minister shall determine provisions with respect to submitting applications according to this section, including the details and documents that must be attached to such application.

Terms for Granting Licenses or for Renewing Licenses

4. (a) The Commissioner shall not grant a License and he shall not renew it, unless all the following conditions have been met:

(1) One of the following has been met:

(a) The License Applicant is the owner of the Land on which the Independent Living Home is built or shall be built, in respect to which the License or renewal of License is requested (in this section – the Land), and if the Land is pledged in favor of a third party – the License Applicant has enclosed with his application to receive the License or to renew it, an approval of use signed by the third party (in this section – Application);

(b) The License Applicant is a lessee of the Land or he is entitled to be registered as owner or lessee of the Land, and he has enclosed with his application to receive the License or to renew it, an approval signed by the Land owner; However granting an approval of use as mentioned cannot exempt the License Applicant from performing the duties that apply to him according to any other law, including the duty to receive any other approval or permit required according to any law; If the Land is pledged in favor of a third party – the License Applicant has also attached to his Application an approval of use signed by that third party;

In this paragraph –

"Approval of Use" – An unconditioned and unlimited written approval, signed by the Land owner or third party to whom the Land was pledged, respectively, in which he confirms that the License Applicant may use the Land for operating an Independent Living Home and that the provisions of section 29 are valid in respect to him;

"Lessee" – A lessee of the Land for a period of at least twenty years;

(2) The License Applicant and the Director of the Independent Living Home in respect to which an Operating License or its renewal is requested, and if the License Applicant is a corporation – the controlling shareholder in the corporation and the Corporate Director, have not been convicted of an offense that, due to its nature, severity or circumstances, the person who committed it is not suited, according to the Commissioner, to be an Operator, Director or controlling shareholder, respectively, of an Independent Living Home, or, of an offense that the Commissioner is of the opinion that the person who had committed it, could endanger the Residents in the Independent Living Home or undermine their welfare, and this is as the Minister shall order in procedures which shall be published on the Internet Website of the Ministry of Welfare;

(3) The License Applicant has not been declared bankrupt or legally incompetent, and if the License Applicant is a corporation – a liquidation order or temporary liquidation order was not granted regarding the corporation, and no receiver has been appointed to it, and it has not decided to voluntarily wind-up.

(4) The License Applicant has proven that he is financially stable, as determined by the Minister, under the approval of the Employment, Welfare and Health Committee of the Knesset, for ensuring the proper operations of the Independent Living Home in respect to which the Operating License or its renewal is requested;

(5) In the two years prior to submitting the Application the Commissioner or the Court has not rendered a final decision regarding the Independent Living Home operated by the License Applicant or regarding another Independent Living Home operated by a corporation under the control of same controlling shareholder who controls the License Applicant, due to which the License Applicant should not be granted the License, as follows:

(a) A decision not to renew a License according to this section or according to section 6, or a decision to cancel a License according to section 10;

(b) A decision to issue an Administrative Restriction Order to shut down the Independent Living Home, according to section 38;

(6) The License Applicant has proven, to the satisfaction of the Commissioner that he is prepared to meet the terms required for operating the Independent Living Home according to section 13.

(b) The Commissioner may stipulate conditions for granting an Operating License or its renewal in addition to those set forth in subsection (a), if he found that these conditions are required for ensuring proper operations of the Independent Living Home in respect to which the License or its renewal is requested, for reasons that shall be given to the License Applicant, after having given the License Applicant a chance to assert his claims.

(c) The Commissioner may stipulate that a condition for granting the Operating License is to furnish an opinion of a Certified Professional in the field of Service Accessibility and of a Certified Professional in the field of Building, Infrastructure and Environment Accessibility as defined in section 8B of the Business License Law, 5728 – 1968, according to which accessibility provisions according to any law requiring enabling access to disabled persons as defined in the Equal Rights of Person With Disabilities Law, 5758- 1998 have been fulfilled; In this respect, the Commissioner shall take into consideration the existence of such opinion according to this section, and the need for another opinion.

(d) Notwithstanding the provisions in subsection (a) (1), the Commissioner may grant a License if the Residents in the Independent Living Home are the owners or lessees of the Land or they are entitled to be registered as owners or as lessees of the Land, and he may stipulate conditions for granting a License under this section; In this subsection, "lessee" – as defined in subsection (a).

Postponing a Decision regarding Granting a License or Renewing a License

5. If the Commissioner has become aware that criminal proceedings are being conducted against a License Applicant or against a Director of an Independent Living Home in respect to which the License or its renewal is requested, and if the License Applicant is a corporation – against the controlling shareholder in the corporation or its Director, due to suspicion that an offense had been committed as mentioned in section 4 (a) (2), he may, after giving the License Applicant the opportunity to assert his claims, postpone his decision whether to grant the License or its renewal, respectively, until the proceedings as mentioned have ended.

Refusal to Grant a License or to Renew a License

6. The Commissioner may refuse to grant a License or renew it for reasons that he shall give the License Applicant, even if the terms set forth in section 4 have been met, if he has found that there are circumstances due to which the License Applicant should not receive a License, and after he has given the License Applicant the opportunity to assert his claims.

License Conditions

7. (a) The Commissioner is entitled to stipulate conditions in the License that must be fulfilled during the period during which the License is in force, all or in part, for the purpose of fulfilling the provisions of this law, including the conditions stipulated according to section 13, and the Commissioner may, at any time, under his initiation or at the request of a License Holder, in order to fulfill those provisions, add conditions in the License, remove conditions from it or change them if he found that this is necessary due to a change of circumstances after the License was granted, provided that he shall not do so under his own initiative unless he gave the License Holder an opportunity to assert his claims.

(b) The Commissioner may stipulate in the License that the License Applicant shall maintain a separate bookkeeping system for the Independent Living Home in order for a Special Operator to be appointed according to section 44, whenever necessary.

(c) The Commissioner may grant a Conditional License, even if the provisions of this law have not been fulfilled, this Conditional License, shall be valid for five years or until the Independent Living Home has begun to be inhabited, whichever occurs earlier.

License Validity Period

8 (a) A License shall be issued for a period of four years, and the Commissioner may renew it for additional periods of four years each.

(b) Notwithstanding the provisions of subsection (a) the Commissioner may grant a License or renew it, respectively, for shorter periods than the periods mentioned in that subsection, for special reasons specified in writing, after having notified the License Applicant in writing of his reasons for this and after giving him an opportunity to assert his claims.

Transfer of License

9. A License, including any rights conferred in it, cannot be transferred unless a prior written approval was given for this by the Commissioner and under the terms stipulated by him; Approval shall be given only if the Commissioner has been convinced that all the terms required for granting a License have been fulfilled.

Cancellation or Suspension of License

10. (a) The Commissioner may cancel the License or suspend it, after giving the License Holder an opportunity to assert his claims and subject to the provisions of subsection (b), provided one of the following exists:

(1) The License was granted on the basis of false or mistaken information;

(2) Any condition for granting the License or renewing it according to section 4 has ceased to exist;

(3) Any term of the License has been breached or any of the provisions according to this law have been breached;

(4) The License Holder did not cease to interfere with the exercising of the Supervisor's authorities according to section 36 (d), after the Commissioner had warned him according to section 37;

(5) The License Holder, and if the License Holder is a corporation – the controlling shareholder in a corporation, has violated any provision according to any law with respect to managing the business of an Independent Living Home or of a Retirement Home.

(6) If he found that there are special circumstances due to which the License Holder was not worthy of receiving a License, even though the conditions for granting the License according to section 4 had been met.

(b) The Commissioner shall not cancel an Operating License and shall not suspend it according to the provisions of subsection (a) (2), (3) or (5), unless the License Holder failed to comply with the Commissioner's demands to act according to the conditions or the provisions that were violated or were not complied with as mentioned in that subsection, in a manner and within the timeframe ordered by him and the License Holder did not do so, and the Commissioner may also require that the License Holder replace the Director of the Independent Living Home, and any other position holder in it, or any service provider to the Independent Living Home (in this section – the Position Holder), with another Position Holder, after he gave the License Holder an opportunity to assert his claims; The provisions of this subsection shall not apply in a case where it is not possible to comply with the conditions or the provisions that have ceased to be met or that were violated.

(c) If the Commissioner has reasonable belief to assume that criminal proceedings are being conducted with respect to an offense as mentioned in section 4 (a) (2), against the License Holder or against the Director of an Independent Living Home, and if the License Holder is a corporation –against the License Holder in the corporation, during the period in which the License is in force, he may, after he gave the License Holder and the controlling shareholder an opportunity to claim their claims, suspend the License until the abovementioned proceedings have ended.

(d) The provisions of this section cannot derogate from the possibility of issuing an Administrative Restriction Order according to section 38 of a Judicial Restriction Order according to section 40.

Notice of Change of Details

11. A License Holder shall notify the Commissioner in writing of any change in any of the details that he provided according to section 3, within 3 days after the change.

Registry of Operating Licenses

12. (a) The Commissioner shall administer a registry in which Independent Living Homes that have received Licenses shall be registered, and in which Independent Living Homes that have had their Licenses cancelled or suspended according to section 10 shall be registered (in this section – the Registry).

(b) The Registry shall be open to the public to review at the Commissioner's office and it shall be published on the internet website of the Ministry of Welfare in any additional way deemed fit by the Commissioner.

Chapter C: Stipulations, Obligations and Restrictions with respect to Operating Independent Living Homes

Conditions for Operating Independent Living Homes

13. (a) The Minister, after consulting with the Minister for Senior Citizens, shall stipulate conditions for operating Independent Living Homes that have received a License, inter alia in respect to the following matters:

(1) Stipulations and means, including physical, environmental, safety and sanitary conditions, required for properly operating Independent Living Homes; Provisions regarding sanitary conditions shall be stipulated after also consulting with the Minister of Health;

(2) Stipulations regarding the experience, professional training and seniority required regarding Directors of Independent Living Homes.

(b) Regulations according to paragraphs (1) and (2) in subsection (a) require the approval of the Labor Welfare and Health Committee of the Knesset.

Appointing a Multi-Professional Team

14. A Multi-Professional Team including a physician, a social worker and a nurse shall be appointed by the License Holder, for the performance of the duties set forth in this chapter, in the licensed Independent Living Home (in this law – Multi-Professional Team).

Approval for Accepting a Resident to an Independent Living Home

15. License Holders may accept a person as a licensed Independent Living Home Resident, provided that the Multi-Professional Team confirms that he is able to care for his personal needs and to manage his household, even if he is in need of partial assistance.

Obligation to Enter into Agreements

16. (a) License Holders shall enter into written Agreements with whoever requests to be a Resident in a Licensed Independent Living Home and the provisions in section 15 were confirmed with respect to him (in this chapter – Resident Applicant) and this Agreement shall regulate the relationship between them.

(b) The matters listed in section 17 (a) shall be set forth in the Agreement as they were set forth in the Disclosure Document presented to the Resident Applicant. The specifications of the Independent Living Home, in which the Resident Applicant shall live, shall be attached to the Agreement drafted in a form determined by the Minister, and a copy of the Disclosure Document and its terms as received by the Resident Applicant from the License Holder with whom the Agreement was executed, shall also be attached to the Agreement.

(c) The Agreement shall be drafted, insofar as possible, in the language of the Resident Applicant or in a language which he speaks and understands, or according to his request, in one of the following languages: Hebrew, Arabic, English, Russian or Amharic; Notwithstanding the provisions in this subsection, the License Holder may draft the agreement in Hebrew if he furnishes to the Resident at the License Holder's expense a translation of the Agreement into one of the languages abovementioned or into another language requested by the Resident.

(d) A License Holder who is about to enter into an Agreement with a Resident Applicant, shall give him reasonable opportunity to review the Agreement before he signs it, and he shall be given a signed copy of the agreement after having signed it.

(e) The Agreement shall be for an indefinite period.

Obligation to Deliver a Disclosure Document before Executing an Agreement

17. (a) A License Holder shall give the Disclosure Document to the Resident Applicant, within a reasonable time before signing the Agreement between them, according to the form determined by the Minister, in which the following matters shall be specified:

(1) The identity of the License Holder and of the Director of the Independent Living Home, including their names and their Identity Card Numbers, and if the License Holder is a corporation – the corporation number, and their addresses and the manner in which they can be contacted;

(2) The License number provided to the License Holder, whether it is a Permanent License or a Conditional License, as mentioned in section 7 (c) and the date on which it was issued and the period in which it is in force.

(3) The rights of the License Holder in the Land on which the Independent Living Home is built or shall be built, respectively, and if the License Holder is not the owner of the Land as mentioned – identification details of the Land owner;

(4) The conditions for accepting the Resident Applicant in the Independent Living Home, insofar as such exist, including conditions regarding his medical condition and the conditions for evicting the Resident due to a medical condition according to the provisions of section 29 (a) (3);

(5) A full description of the Independent Living Home building, and the apartments in which the Resident Applicant showed interest, and the conditions of their use;

- (6) A description of the public areas in the Independent Living Home and the conditions of their use:
- (7) The trial period and its duration in accordance with the provisions of section 18, and the payments required to be paid by the Resident, for this period.
- (8) The Services provided by the License Holder to the Resident in the Independent Living Home, in accordance with the provisions of section 19, under the classification of Obligatory Services, Services According to the Agreement and Optional Services, if such exist;
- (9) The payments required from the Resident, including a deposit, and the details regarding the apartments as mentioned in paragraph (5);
- (a) With respect to the deposit-
- (1) The amount of the deposit, and the method of offsetting the deposit against an obligation of the Resident insofar as such mechanism, as mentioned, has been determined;
- (2) The manner in which the deposit is repaid, all or in part, after the Agreement has ended, the provisions regarding the deduction of sums from the deposit and the times when the deposit is to be repaid in accordance with the provisions of section 28 (a) and (b);
- (3) Linking the deposit in accordance with the provisions of section 28 (d);
- (b) With respect to the Maintenance Fees – the amount of the Maintenance Fees, the date these fees are to be paid, on a monthly basis, the mechanism for updating them as mentioned in section 26, and details of the Services that shall be given to the Resident included in these Maintenance Fees; In this law "Maintenance Fees" – the periodic payments that the Resident is required to pay to the Independent Living Home for the services rendered in the Independent Living Home. The Resident shall not be entitled to waive this payment in the framework of the transaction;
- (c) With respect to any other payment, not included in the Maintenance Fees – the amounts, payment date, the updating mechanism and the Resident's right to cancel and waive his request for receiving these services;
- (10) The right of the Resident to secure the deposit funds that shall be paid by him and the details of the security which the License Holder is required to give to a Resident to secure the funds in accordance with the provisions of section 27;
- (11) Details regarding the right of the Resident to cancel the agreement;

(12) Details regarding the existence or absence of a Nursing Care Ward in the Independent Living Home and any other arrangement regarding nursing care treatment available for the Resident;

(13) Conditions for the residing of a Caregiver in the apartment in the Independent Living Home in accordance with the provisions of section 33;

(14) Conditions for keeping a pet in the Independent Living Home;

(15) Conditions for the transfer of a Resident from one Apartment to another Apartment in the Independent Living Home, to the Nursing Care Ward in the Independent Living home or to another location, or to another medical institution, including the payment terms for such transfer within the same Independent Living Home, and the terms for refunding the deposit, all or in part, under these circumstances;

(16) Conditions for reserving a Residential right in the Independent Living Home in the event that the Resident is temporarily hospitalized in another institution and payment terms for reserving this right;

(17) Rules of conduct in the Independent Living Home stipulated according to section 21;

(18) Conditions for removing objects from the Apartment after the end of the Agreement, including following the death of the Resident, and handling the objects remaining in the Apartment;

(19) Any other matter determined by the Ministry of Justice in consultation with the Minister.

(b) (1) The Disclosure Document shall be signed by the License Holder or anyone on his behalf, and it shall note the date on which it was delivered to the Resident Applicant; the Disclosure Document, except with respect to the rules of conduct according to subsection (a) (17) shall be in force in relation to the License Holder for thirty days after delivery.

(2) The Disclosure Document shall be drafted, insofar as possible, in the language of the Resident Applicant or in a language that he speaks and understands, or in one of the languages set forth hereafter according to his request: Hebrew, Arabic, Russian or Amharic; Notwithstanding the aforesaid, the License Holder may draft the Disclosure Document in Hebrew, if he furnishes, at his expense, to the Resident Applicant, a translation of the Disclosure Document into one of the abovementioned languages or into any other language requested by the Resident Applicant.

(3) The provisions according to section 4A of the Consumer Protection Law, 5741 - 1981 with respect to the size of the fonts in a standard contract, shall apply, mutatis mutandis, to the Disclosure Document.

(c) The Disclosure Document in itself, shall not constitute an undertaking of the Resident Applicant or of the License Holder to enter into the Agreement.

The Trial Period and Cancellation of the Agreement

18. (a) The first three months during which the Resident resides in the apartment in the Independent Living Home, shall be considered as a Trial Period; The parties may extend this period, provided that the entire Trial Period shall not exceed one year.

(b) During the Trial Period, either party may notify the other of the cancellation of the Agreement provided that he gave the other party, at least, a two week advance written cancellation notice.

(c) Without derogating from the provisions of subsection (b), a Resident may cancel the Agreement at any time provided that he gave the License Holder an advance three months' notice, regarding the cancellation of the Agreement; The provisions of section 28 shall apply to such cancellation.

Obligation to Provide Services to the Resident

19. (a) The License Holder shall provide the Resident, by himself or by others, the following Services:

(1) All the Services listed in the addendum; these Services shall be provided according to the scope and manner that the License Holder undertook to provide the Resident in the Agreement (in this chapter – Obligatory Services) and the License Holder may not reduce nor cut back the scope of the Obligatory Services nor detract from their substance during the period of the Agreement;

(2) All the Services which the License Holder undertook to provide in the Agreement beyond the Obligatory Services (in this agreement – Services according to the Agreement), according to the scope and manner that the License Holder undertook to provide the Resident in the Agreement, and he may not reduce the scope of the Services according to the agreement nor detract from their nature, unless he received the written consent of the Resident immediately before the date of the change.

(b) The License Holder may offer to provide the Resident additional Services that are not Obligatory Services or Services according to the agreement (in this chapter- Optional Services); However he may not require a Resident to receive Optional Services unless the Resident chose to receive them and had given his written consent to this, in advance.

Obligation to Establish a Nursing Care Ward

20. (a) The License Holder of an Independent Living Home which includes at least 250 apartments, shall operate a Nursing Care Ward as part of the Independent Living Home, and he shall allow a Resident who needs Nursing Care Hospitalization to be hospitalized in that ward.

(b) Notwithstanding, the provisions in subsection (a), the Commissioner may exempt a License Holder from the obligation to operate a Nursing Care Ward, for the period the License is in force, if it was proven to his satisfaction that all of the following have been fulfilled:

(1) A Nursing Care Ward operates adjacent to the Independent Living Home and there is an agreement between the Independent Living Home and the Nursing Care Ward regarding the hospitalization of Residents needing Nursing Care Hospitalization in that ward;

(2) There are special reasons and justification for not establishing or operating a Nursing Care Ward in that same Independent Living Home.

Determining Rules of Conduct

21. (a) The License Holder shall determine reasonable rules of conduct to be abided by the Residents in the Independent Living Home, by their visitors or by their caregivers, in the Resident Home (in this section – Rules of Conduct).

(b) A License Holder may, after consulting with the Residents Committee in the Independent Living Home, insofar as appointed, change the Rules of Conduct, add to them or detract from them, provided that he notify the Residents of the planned changes at least thirty days in advance.

Maintaining the Dignity and Privacy of Residents

22. (a) A License Holder shall make sure that the dignity and privacy of each Resident in the Independent Living Home is maintained, taking into consideration the Resident's wishes.

(b) Without detracting from the provisions of subsection (a), the License Holder or anyone on his behalf may only enter the Resident's Apartment provided one of the following conditions has been met;

(1) The Resident gave his consent;

(2) Entry into the Apartment is required for providing Services to the Resident in accordance with the provisions of section 19, or for caring for and maintaining the Apartment or apartments adjacent to the Resident's Apartment or the infrastructure systems of the Independent Living Home, provided that such entry shall be coordinated in advance with the Resident, as early as possible.

(3) Entry is required to protect the Resident from imminent danger to his wellbeing or to the welfare of other Residents in the Independent Living Home.

Checking the Wellbeing and Welfare of the Residents

23. A License Holder is responsible for checking the wellbeing and welfare of each Resident in the Independent Living Home, and for this purpose he shall perform, inter alia, the actions set forth hereafter, while maintaining the privacy of each Resident and taking into consideration the Resident's wishes;

(1) He shall check the wellbeing of the Resident; the Resident's wellbeing shall be confirmed at least once a day;

(2) He shall turn to the Multi-Professional team, if he saw or it was brought to his knowledge that there has been an adverse change in the Resident's medical condition or in his daily functions;

(3) He shall immediately report to the Resident's Representative or Attorney, insofar as appointed, re any unusual event that occurred to the Resident, including his death, and he shall report all such events to the Commissioner and the circumstances surrounding the event; In the event of an unnatural death the License Holder shall also report to the Israel Police.

Engaging Employees or Entering into Contractual Relationships with Service Providers

24. (a) Any and all persons coming in direct and continuous contact with the Residents of an Independent Living Home shall not be employed in such a facility, including employment by a Manpower Contractor or Service Contractor as defined in the Employment of Employees by Manpower Contractors Law, 5756 - 1996, unless an approval was given in respect to that person by the Commissioner, guaranteeing that this person was not convicted of an offense of a severe nature or circumstances that could otherwise endanger the Residents in the Independent Living Home or undermine their welfare, and against whom no criminal proceedings are pending and who is not suspected of performing such an offense; If the License Holder submitted an application to the Commissioner to employ a specific employee, the Commissioner shall respond to him within seven business days; If the Commissioner does not respond to the request as mentioned the License Holder shall be permitted to employ that employee.

(b) Notwithstanding the provisions of subsection (a), in circumstances that require the immediate engagement of an employee, a License Holder who submitted an application to the Commissioner to employ a specific employee, and the Commissioner has not yet responded to this request, may engage this employee, according to this subsection, for a period that shall not exceed seven business days.

(c) The provisions of subsection (a) shall not apply to the employment of an employee by the Resident.

Performing Changes in the Areas of the Independent Living Home

25. A License Holder –

(1) Shall not reduce the Public Areas in the Independent Living Home in an unreasonable manner and shall not adversely change in an unreasonable manner their location or their nature, unless he received the approval of the Commissioner for this;

(2) Shall not use the Public Areas in the Independent Living Home in a manner that undermines or abuses the Residents' welfare; If there was a dispute between a License Holder and a Resident on an issue of a threat to his welfare or wellbeing, the Commissioner shall decide this matter;

(3) He shall not decrease the size of the Resident's Apartment and he shall not adversely change its nature, in an unreasonable manner;

(4) He shall not transfer the Resident from his Apartment to another apartment unless the Resident has agreed to this, except when necessary for the purpose of repair, renovation or maintenance of other apartments, or of the building (in this paragraph – The Repair), and this requires transferring the Resident to another apartment in the Independent Living Home, for the Repair Period, provided that it is for a reasonable period; Insofar as possible the Resident shall be transferred to an Apartment similar to his Apartment.

Collecting Payments from a Resident

26. (a) A License Holder –

(1) Shall not collect payment from a Resident that was not included in the Agreement with him;

(2) Shall not raise the Maintenance Fees and any other payments which are collected from the Resident and which the Resident cannot, in fact, forgo in the framework of the transaction, beyond the rate of increase of the Consumer Price Index, unless this is in accordance with a change in the current operating costs of the Independent Living Home, and not more than by the maximum amount stipulated in the Agreement;

(3) Shall not collect payments from a Resident based solely on the fact that he has left the Independent Living Home.

(b) Notwithstanding the provisions of subsection (a) (1) a License Holder may collect payments from a Resident for optional services provided by him, which were not set forth in the Agreement only if the Resident has given his prior written consent to receive these services and to pay for them.

(c) The License Holder shall set forth the components of the payment collected from him in a written document that shall be attached to the payment demand presented to the Resident.

Securities for Securing the Deposit Funds

27. (a) The License Holder shall not receive from a Resident on account of the deposit, an amount that exceeds seven percent of the deposit or 70,000 NIS, whichever is lower, unless he has fulfilled one of the following conditions, in order to ensure that the deposit funds are reimbursed, according to their balance from time to time, pursuant to the License Holder's choice;

(1) He gave the Resident a bank guarantee;

(2) He insured the Resident with an Insurance Agency as defined in the Control of Financial Services (Insurance) Law, 5741- 1981, as the irrevocable beneficiary in the insurance contract, provided that the insurance premiums were paid in advance;

(3) He transferred 40 percent of the deposit to a trustee, according to a trust agreement to which the Resident is the beneficiary therewith;

(4) He registered a First Mortgage on the Land in favor of the Resident.

(b) The License Holder shall bear 20 percent of the costs involved in securing the funds paid by the Resident on account of the deposit, in accordance with the provisions of this section, and the Resident shall bear the balance of the cost; License Holders shall not charge the costs imposed on them according to this subsection, to the Residents, nor by way of including them in the Maintenance Fees.

(c) Realization of the security provided according to subsection (a), shall be in circumstances of Insolvency, including in circumstances of a 'Freeze Order of Proceedings', Order to Receive Assets, Liquidation Order, or Order to Appoint a Receiver, or in circumstances in which an Absolute Hindrance has been created preventing the refund of the deposit; The Minister, in consultation with the Minister of Justice and upon approval of the Labor Welfare and Health Committee of the Knesset, may determine, in respect to this issue, additional causes of Insolvency for realizing the securities, and he may, without derogating from any law, determine the wording of the Bank Guarantee and the wording of the Insurance Policy.

(d) The provisions of subsection (a) shall not apply if the Resident chose not to receive a security; The aforementioned Resident's decision shall be given in writing.

Deposit Reimbursement

28. (a) The License Holder shall reimburse the Resident, in the amount of the Deposit paid by him, in whole or in part, in accordance with the provisions stipulated in respect to this in the Agreement after the conclusion of said Agreement, not later than on the day the Agreement ended or on the day the Apartment was returned, whichever is later; The Resident shall simultaneously return the security that was given to him according to section 27, and any other security held by him to the License Holder.

(b) The License Holder may keep, in his trustworthy hands, an amount that shall not exceed 10,000 NIS from the deposit for paying the balance of the Resident's debts according to the Agreement, that are not paid by the time he has returned the deposit; This sum shall be updated annually, on the 1st day of January, in accordance with the rate of increase of the Consumer Price Index as opposed to the Consumer Price Index that was published on the 1st of January of the previous year.

(c) When a Resident has passed away, the License Holder shall return the deposit paid by the Resident, in full or partially, to the his heirs in accordance with the Agreement provisions determined in respect to this issue, not later than thirty days after a Succession Order or Probate Order has been issued, and if an Estate Administrator has been appointed for the Resident's estate – thirty days after an order appointing an Estate Administrator has been issued; If a Succession Order, Probate Order or Estate Administration Order has not been issued within six months after the day of death of the Resident, the License Holder shall notify the Representative or the Attorney of the Resident, who had passed away, insofar as such had been appointed, of the existence of the Deposit; Simultaneously with the Deposit reimbursing, the heir

shall return to the License Holder, the security that had been given to him according to section 27, and any other security that he holds; In respect to said, "Succession Order, "Probate Order", "Order to Appoint an Estate Administrator" – according to their meaning in the Succession Law, 5725- 1965.

(d) If the Resident was entitled, in accordance with the provisions of this section, or in accordance with the provisions of the Agreement to a refund of the Deposit, paid by him, all or in part, the Deposit shall be returned to the Resident, to his heirs or to the Estate Administrator, respectively, in addition to the rate of increase of the Consumer Price Index published before the Deposit returned date, as opposed to the Consumer Price Index that was published before the payment date of the Deposit.

Evicting the Resident from his Apartment

29. (a) Notwithstanding the provisions of any law, the License Holder, the owner of a rights in the Land or owner of a right regarding the Land, creditor of any of them and a liquidator **shall not evict** a Resident from his Apartment in the Independent Living Home, unless one of the causes set forth hereinafter has occurred:

(1) The License Holder cancelled the Agreement due to a fundamental breach of the Resident, after the Resident did not repair the breach within a reasonable time after having been required to do so, and after he had been given an extension to repair it, provided that the Resident did not vacate the Apartment on time, and the Agreement includes terms regarding eviction in these circumstances;

(2) The Court has decided to cancel the Agreement, according to its terms;

(3) The Multi-Professional Team has determined that due to the Resident's health status, the welfare of the Resident requires transferring him from his Apartment or due to the Resident's health status, allowing him to continue to stay in the Apartment, compromises the other Residents in the Independent Living Home;

(4) The liquidation Court, according to the meaning of this in the Companies Ordinance, was convinced that the property could not be realized in favor of the company's creditors as an Independent Living Home, and the Court has allowed the liquidator to sell the property, provided that before approving the sale of the property, alternative and appropriate accommodations have been found for the Residents to the Court's satisfaction;

(5) The agreement has been cancelled or terminated according to section 18 and the Resident did not vacate the Apartment.

(b) A notice of the date to vacate had been given to the Resident ninety days at least before the intended date of eviction.

(c) If the Resident, his Representative, his Attorney or his Guardian, respectively, request to delay his eviction from his Apartment in the Independent Living Home, until alternative accommodations were found for him, he shall be allowed to continue to reside in the Apartment for a period that shall not exceed four additional months after the intended date of the eviction; This provision shall not apply to a Resident who was evicted according to sub- section (a) (1) or (5).

(d) The Commissioner may advance these times mentioned in sub sections (b) and (c), due to an urgent need to evict the Resident from his Apartment due to a cause as mentioned in subsection (a), except for its paragraph (3); The Commissioner shall respond to a request as soon as possible and not later than 14 days after it had been forwarded to him.

(e) (1) The District Physician may advance these times mentioned in subsections (b) and (c), due to an urgent need to evict the Resident from his Apartment due to a cause as mentioned in sub- section (a) (3) and he may allow the eviction of the Resident from his Apartment before the decision in an appeal as mentioned in paragraph (2); The District Physician shall respond to a request as soon as possible and not later than 14 days after it had been forwarded to him.

(2) A person who sees himself compromised by a decision to evict a Resident due to a cause as mentioned in subsection (a) (3) may appeal this decision before the District Physician within 21 days after the decision was given; The District Physician, under consultation with the Commissioner, shall give his decision within 14 days and until the decision of the District Physician is given in the appeal the Resident shall not be evicted from his Apartment in the Independent Living Home; The provisions of this paragraph cannot detract from the provisions of sub- section (c).

Assignment of Rights or Obligations according to the Agreement

30. (a) The License Holder shall not Assign any of his rights or obligations according to the Agreement.

(b) The License Holder shall not Assign any Agreement unless all of the following terms have been met:

(1) The Assignee is entitled to receive an Operating License;

(2) The Assignee undertook to perform the Assignor's obligations according to the Agreement;

(3) (a) The details of the Assignee, were given to each of the Residents in the Independent Living Home before the Assignment was made, and insofar as a Residents' Committee was appointed – it gave its written consent to the Assignment; The Residents' Committee shall give its decision within thirty days after it has all the information and documents required for its decision.

(b) If the Residents Committee refuses to perform the Assignment for unreasonable reasons or set unreasonable conditions or terms for giving its consent within this time frame, or no such committee has been appointed, the Commissioner is entitled to allow the performance of the Assignment without the consent of the Residents' Committee; The Commissioner shall notify the License Holder of his decision within ninety days after having received the application to permit the Assignment, and he was given all the information and documents required for his decision.

Chapter D: Rights of Residents

Conducting Lifestyle in the Apartment

31. A Resident may conduct his lifestyle in his Apartment in the Independent Living Home as he shall see fit to do so, provided that this does not disturb others and this does not constitute a violation of the Rules of Conduct in the Independent Living Home as determined by the License Holder according to section 21.

Entering into a Contractual Engagement with Service Providers

32. A Resident may enter into contractual engagements with any Service Provider, for the Provision of Personal Services or Other Services in his Apartment, provided that he notifies the License Holder of his wish to enter into such contractual engagement as mentioned and the License Holder did not object to this contractual engagement; The License Holder shall not object to such contractual engagement and he shall not prevent such service from being provided, unless the objection is reasonably based.

Caregiver Living in the Apartment

33. (a) A Resident may house, temporarily or continuously, in his Apartment, and under his responsibility and expense, a caregiver on his behalf, after receiving approval from the License Holder provided that the Apartment is compatible to serve as a residence for an additional person, and after the Multi-Professional Team has confirmed that there is a medical or functional need for a caregiver or that any of the State's authorities has confirmed that there is such a need; The Resident may appeal the decision of the Multi-Professional Team before the District Physician.

(b) Notwithstanding subsection (a), a License Holder may refuse the request of a Resident according to that subsection, provided there are special circumstances, if he received the approval of the Commissioner for this, after giving the Resident opportunity to assert his claims before the Commissioner.

(c) Nothing in the provisions of this section can derogate from the provisions of section 29.

Appointing a Legal Representative

34. (a) A Resident may appoint someone to act on his behalf, as his Representative, legal or otherwise, or an Attorney on his behalf for receiving notices from the License Holder or for making decisions in his name in matters connected to the Independent Living Home, including vacating the Apartment after the Agreement has ended (in this chapter – Legal Representative).

(b) A Power of Attorney as mentioned in subsection (a) shall be given in writing and it shall be signed by the Resident; The Power of Attorney shall be attached to the Agreement and it shall set forth the circumstances and the terms in which the Legal Representative or Attorney is authorized to receive notices or make decisions as mentioned in that sub- section.

Residents' Committee

35. (a) Residents are entitled to choose, appoint or vote for a representing body, from among the Residents which shall serve as the Residents' Representative with respect to their common interests and all other issues in connection with the

Independent Living Home and it shall be authorized to represent the Residents with respect to these issues vis a vis the License Holder, State authorities, Local authorities or other entities (in this chapter – the Residents' Committee); However the provisions of this section do not authorize the Residents' Committee to enter into any agreements nor to be a party to a legal proceeding on behalf of the Residents.

(b) The Minister is entitled to determine provisions with respect to the Residents' Committee, including the methods of appointing it and its term.

Chapter E: Supervision, Enforcement and Special Operator

36. (a) The Minister shall appoint Supervisors from among the employees of his office, for supervising the performance of the provisions of this law.

(b) A person who meets the following requirements only shall be appointed as Supervisor according to this section:

(1) He had previously received appropriate training in the field of the subjects of powers and responsibilities that shall be conferred upon him according to this chapter, as instructed by the Minister, under consultation with the Minister for Senior Citizens and under consent of the Minister of Public Security, and with respect to such training in the field of public health – also under Minister of Health consent;

(2) He meets other qualifications and conditions as instructed by the Minister with the consent of the Minister of Public Security.

(c) A notice regarding the authorization of a Supervisor according to this section shall be published in the Official Gazette.

(d) For supervising the performance of the provisions of this law, the Supervisor may, after having identified himself according to subsection (e)-

(1) Demand from any person to identify himself by name and address and to present his identity card or any other official certificate as identification;

(2) To demand from any person concerning this matter to reveal any information and present any document before him, to ensure the performance of the provisions of this law; In respect to this matter, "document" – means including information concerning Residents in the Independent Living Home and any output as defined in the Computers Law, 5755- 1995;

(3) To enter a place where it is reasonable to assume that an Independent Living Home is operating, provided that he shall not enter a place that serves as a dwelling in such place unless this is under a Court order;

(4) To perform measurements and to take samples, and to order that samples be delivered to a laboratory for examination or to keep them for a period ordered by him;

(5) To demand from anyone who is suspected by him of violating any of the provisions of this law or terms of the License, to cease said violation as mentioned.

(e) The Supervisor shall not use the powers bestowed upon him according to this section, unless during the performance of his duties, and provided two of the following are met:

(1) He is openly wearing a badge which identifies him and his position;

(2) He carries a Supervisor's certificate stating his position, his powers and his authorities and which he shall show upon demand;

37. If the License Holder, or anyone on his behalf, interferes with the Supervisor in exercising his responsibilities and authorities according to section 36 (d), the Commissioner may send him a written warning that if he shall not cease to interfere as mentioned within the period determined in the warning, the Commissioner shall be entitled to exercise his authority according to section 10 (a) (4).

38. (a) If the Commissioner has reasonable grounds for concern that any of the conditions for granting a License according to section 4 have ceased to exist or that any conditions of the License or any of the provisions of this law have been breached, and that as a result public safety or the safety and welfare of the Residents in the Independent Living Home has been impaired or he has reasonable grounds for concern that such impairment could be rendered, he may demand that whoever operates or manages the Independent Living Home perform any of the conditions or provisions that have ceased to exist or that have been breached (in this chapter - Administrative Warning) in a manner and within the timeframe stipulated in the warning.

(b) If an Administrative Warning was issued according to the provisions of subsection (a) and its provisions were not carried out according to the manner and time stipulated in it, and an indictment has not yet been submitted, the Commissioner may instruct, by order, that no activities shall be carried out in the premises of the Independent Living Home and the operation of the premises shall be discontinued, under the restrictions and conditions stipulated in the order, provided that this shall not exceed that which is necessary in the circumstances of the matter (in this chapter – Administrative Restriction Order); The Commissioner may stipulate in Administrative Restriction Orders instructions regarding those responsible for carrying them out and the manners of ensuring their execution.

(c) Notwithstanding the provisions in subsection (a), if the Commissioner finds that one of the following has occurred, he may issue an Administrative Restriction Order without issuing an Administrative Warning beforehand:

(1) The Independent Living Home is operating without a License and a License Application or Application to renew a License has not been submitted according to the provisions of section 3;

(2) There exists an imminent threat to public safety or to the safety of the Residents living in it.

(d) (1) An Administrative Restriction Order shall not be issued unless reasonable opportunity has been given to the Operator of the Independent Living Home to assert his claims; If it is not possible to locate the Operator with reasonable diligence, such opportunity as mentioned shall be given to the manager of the Independent Living Home, insofar as he can be located with reasonable diligence.

(2) Notwithstanding the provisions of paragraph (1), the Commissioner may issue an Administrative Restriction Order according to subsection (c) (2) even without giving the Operator an opportunity to assert claims as mentioned in paragraph (1), if he believed that giving an opportunity to assert claims as mentioned could foil the purpose of issuing the order, provided that such opportunity to assert claims is given as soon as possible thereafter.

(e) A copy of the Administrative Restriction Order shall be posted in the Independent Living Home in respect to which it was given, and it shall be furnished to the Operator of the Independent Living Home or to whoever manages it, if they can be located with reasonable diligence.

(f) If the provisions of the Administrative Restriction Order were not carried out, a policeman may enter the Independent Living Home regarding the order that was given, and take reasonable steps, actions and means, including the use of locks or other immobilizing security devices as are determined in the Israel Police Ordinances and any use of force required for executing those actions.

(g) An Administrative Restriction Order shall remain valid for the period determined in it, and the Commissioner may extend the validity of the order for additional periods, provided that the total shall not exceed sixty days after the order was issued; The competent Court may try an offense according to section 45, it may extend the validity of the order as mentioned for additional periods that shall not exceed thirty days each; However if an indictment was submitted in respect to an offense for which the order was issued, the Court shall not extend the validity of the order according to this section beyond thirty days after submission of the indictment. .

(h) The provisions of this section cannot derogate from the possibility of issuing a Judicial Restriction Order according to section 40.

Cancelling an Administrative Restriction Order

39. (a) A person who sees himself harmed by an Administrative Restriction Order that was issued according to the provisions of section 38 may file a 'Motion to Cancel' it before the competent Court authorized and empowered to hear and to adjudicate the offense according to section 45.

(b) A 'Motion to Cancel an Administrative Restriction Order' filed according to subsection (a) shall not suspend the enforcement of the order as long as the Court has not decided otherwise; If the Court decides to suspend enforcement of the order ex parte, the motion shall be heard in the presence of both parties as soon as possible, and not later than seven days after the decision.

(c) The Court may cancel the Administrative Restriction Order, approve it or change it.

Judicial Restriction Order

40. (a) If an indictment was submitted due to an offense according to section 45 or due to a violation of an Administrative Restriction Order, the Court in which the indictment had been submitted may, if it has been convinced that any of the causes of action mentioned in section 38 (a) or (c) exist, order that the Independent Living Home location in respect to which an indictment was submitted shall cease to operate or that it shall be operated under the restrictions and conditions stipulated in the order, until the legal proceedings have ended (in this chapter – Judicial Restriction Order); The Court may decide on instructions, in a Judicial Restriction Order, regarding those responsible for carrying out the provisions of the order and the manners of ensuring its execution.

(b) If a person has been convicted of an offense as mentioned in subsection (a), the Court may, in addition to any punishment that shall be imposed on him, render a Judicial Restriction Order for a period that shall not exceed six months.

Admissibility of Evidence when Rendering a Decision with respect to an Order

41. For deciding the motion with respect to an order, the judge may use evidence even if this evidence is not admissible in a trial.

Procedures

42. The Court shall conduct itself, when hearing a motion concerning an order, in respect to procedures that are not regulated otherwise by any provisions in this law or in any other statute, as it shall see best for deciding the motion in a quick and just manner.

Reconsideration and Appealing a Decision in a Motion Concerning an Order

43. (a) A Court that has rendered a 'Decision in a Motion' concerning an order, may reconsider its decision at the request of whoever regards himself harmed by the decision and was not called forth to voice his claims or if the Court found it justified due to circumstances that changed or new facts that were discovered after the decision was rendered.

(b) It is possible to appeal a decision in a motion regarding an order to the Court of Appeals.

(c) A person who regards himself harmed by a Judicial Restriction Order issued according to the provisions of section 40 (b) may file an appeal in the framework of the appeal of the verdict.

Appointing a Special Operator by the Commissioner

44. (a) If the Commissioner has cancelled or not renewed an Operating License, if he has suspended the License or found that the Independent Living Home is operating without a License, he may appoint a person on his behalf (in this section – a Special Operator) for the period determined by him and he may extend this period by additional periods.

(b) The Commissioner shall determine the powers and duties of the Special Operator for ensuring the safety and welfare of the Residents in the

Independent Living Home; Remuneration of the Special Operator shall be paid from income accrued from operating the Independent Living Home.

(c) The District Court (in this section – the Court) may at any time at the request of the Commissioner give instructions in any matter concerning the powers exercised by the Special Operator or the powers exercised by the Trustee appointed according to subsection (e).

(d) If a License was cancelled, the Commissioner may file a motion before the Court to order the License Holder whose license was cancelled to sell or lease the Independent Living Home to another License Holder within the period determined by him.

(e) If a License Holder whose License was cancelled did not fulfill the Court's instructions according to sub- section (d), the Commissioner may request the Court to appoint a Trustee for selling or leasing the Independent Living Home; The Court shall determine the powers, obligations and remuneration of the Trustee; the Trustee's remuneration shall be paid in accordance with the decision of the Court, from the income accrued from operating the Independent Living Home or from the sale or lease income.

(f) If the Court found, at the request of the Commissioner or Trustee, after receiving the Commissioner's approval, that it is not possible to sell the Independent Living Home, according to the provisions of subsections (d) or (e) and that it is impossible to continue to operate the Independent Living Home by a Special Operator without harming the safety or rights of the Residents, the Court may order the Residents to leave the Independent Living Home provided that other suitable accommodations were found for them.

(g) In proceedings according to subsections (c) or (f), the License Holder of the Independent Living Home, or whoever operated the Independent Living Home, shall be a party to proceedings before the Court regarding the Independent Living Home; If there is concern that a License Holder has become Insolvent, the Court may order the Official Receiver to file his position or appear at the hearing.

Chapter F: Penalties

Penalties

45. (a) Anyone operating an Independent Living Home which had not receive a License contrary to the provisions of section 2, or whoever operates an Independent Living Home in contradiction with the terms of the License or the provisions of this law, in contradiction with the provisions of section 2, in a manner that can endanger the safety of the Residents in the Independent Living Home, his punishment shall be - imprisonment for one year or a penalty as mentioned in section 61 (a)(4) of the Penal Law, and if it is a corporation – double that penalty as mentioned.

(b) Whoever operates an Independent Living Home in contradiction with the terms of the License or the provisions according to this law, in contradiction with the provisions of section 2, in a manner that does not endanger the safety and welfare of the Residents in the Independent Living Home, his punishment shall be – a penalty as mentioned in section 61 (a) (3) of the Penal Law.

Liability of an Officer in a Corporation

46. (a) An officer in a corporation must supervise and do everything possible to prevent any offense according to section 45 by the corporation or by any of its employees; The punishment of anyone in breach of this provision shall be – a penalty as mentioned in section 61 (a) (3) of the Penal Law.

(b) If an offense was committed according to section 45 by a corporation or by any of its employees, it is assumed that an officer in the corporation breached his duty according to subsection (a), unless he proved that he did everything possible in order to fulfill his duty.

(c) In this section, "Officer" – means an acting corporation manager holding a position of responsibility on behalf of said corporation in an area of expertise in which the offense was committed and a partner, except for a limited partner.

Chapter G: Miscellaneous Provisions

Commissioner of Independent Living Homes

47. The General Manager of the Ministry of Welfare shall appoint a Commissioner of Independent Living Homes and or accommodations, from among the employees of his Ministry and the Commissioner shall be empowered and authorized to execute all duties according to the requirements and provisions of this law.

Confidentiality

48. A person who receives information according to the provisions of this law, while fulfilling his duties or during his work, shall keep it confidential, shall not disclose it to another and shall not make any use of it, unless this is according to the provisions of this law or any other statute or according to a Court order; In respect to this matter, "Information" – means including but not limited to any knowledge, data or written records, whether documents, photographs, taped information or electronic databases.

Handling Public Complaints

49. (a) The Commissioner, or a person on his behalf, shall be responsible for handling public complaints, including complaints made by Residents in Independent Living Homes, regarding violations of provisions of this law; The details of a person who was appointed as mentioned, including his name, address of his office and his contact details, shall be published on the internet site of the Ministry of Welfare and in a prominent place in a public area in the Independent Living Home.

(b) If any of the provisions of this law are violated or breached, the Commissioner is entitled to order the License Holder of the Independent Living Home to repair that violation within the determined period of time.

Stipulating Conditions – In Favor of the Resident

50. It is prohibited to stipulate conditions in respect to the provisions of this law, unless they favor the Resident.

Amendment of the Courts for Administrative Matters Law – no. 74

51. In the Courts for Administrative Matters Law, 5760- 2000, in the first addendum after item 7 the following shall appear:

"7A. Regulating the Operating of a Business - A decision of the authority according to the statutes set forth hereafter:

- (1) The Independent Living Homes Law, 5772- 2012".

Amendment of the Placement of Resuscitation and AED Defibrilating Machines in Public Places Law

52. In the addendum to the Placement of Resuscitation Machines in Public Places Law, 5768- 2008, item 10, at the end of the following shall appear "and Independent Living Home as defined in The Independent Living Homes Law, 5772- 2012".

Preserving Laws

53. The provisions of this law shall be in addition to the provisions of any law and they shall not derogate from them, unless otherwise mentioned in this law.

Performance, Regulations and Changing the Addendum

54. (a) The Minister is responsible for the implementation of this law and he is entitled, in consultation with the Minister for Senior Citizens, to enact regulations with respect to its performance, including imposing an Application fee for a License according to section 3 and an annual fee imposed on the License Holder.

(b) The Minister, after consulting with the Minister for Senior Citizens and with the approval of the Committee for Employment, Welfare and Health of the Knesset, may change the addendum in an order.

Applicability to Condominiums

55. The provisions of this law shall also apply to The Independent Living Homes which are condominiums; However in the event of a conflict between provisions of this law and the provisions of the Property Law regarding condominiums, the provisions of this law shall prevail; With respect to this matter –

"Condominium" – As defined in section 52 of the Property Law, and a building that is not registered as a condominium according to the meaning of this term in chapter F 1 of that law;

The "Property Law" – the Property Law, 5729- 1969.

Qualifications of Applicability

56. The provisions of this law shall not apply with respect to –
- (1) The area in the Independent Living Home that serves as a Nursing Care Ward;
 - (2) A dorm that serves or that is intended to serve for the residence of the elderly as defined according to the Supervision Law over Dorms, 5725- 1965, in respect to which the provisions of that law apply;
 - (3) Independent Living Homes that serve or are intended to serve as residence facilities for the elderly whether managed by the State or by anybody on its behalf.

Commencement and Applicability

57. (a) The commencement of this law shall come into force six months from the date of its publication (hereinafter – the Commencement Date) and it shall also apply to contracts that were executed between a Resident and an operator of an Independent Living Home (in this section – Contracts) before its Commencement Date, if there is no provision otherwise in subsections (b) to (f).
- (b) (1) The commencement of chapter B, sections 13, 19, 24, 25(1) and (2), 27, 29 (b) to (e), 30 and 32, chapters E and F, and sections 47 and 49, is on the Effective date, however the Commissioner may give Licenses according to Chapter B before the Effective Date; In this section, the "Effective Date" – is 30 months after the Commencement date.
- (2) Section 20 shall commence its application five years after the Commencement Date.
- (c) Section 19 (a) (2) shall not apply to Contracts that were executed before the Commencement Date, however the provisions of this subsection cannot derogate from the provisions of any law regarding the validity of these contracts.
- (d) If other provisions were determined in a Contract before the Commencement Date regarding linkage of the deposit to another index than the one mentioned in section 28 (d), the provisions regarding linkage of the deposit as mentioned in that same subsection shall apply to the period from the Commencement Date and onward. The deposit sum on the Commencement Date shall be the updated sum in accordance with the index that was determined in the Contract.
- (e) Section 16 (e) shall apply to Agreements that were executed as of the Commencement Date and onward and to Contracts that were executed before the Commencement Date, provided the period of the Agreement between them is at least 20 years.

(f) Notwithstanding the provisions in section 26, if a Contract was executed before the Commencement Date and a maximum rate was not determined in it as mentioned in that section, section 26 (a) (2) shall be read regarding this matter without the words "and not more than the maximum rate stipulated in the Agreement."

Transition Provisions

58. (a) Notwithstanding the provisions in section 4 (a) (1), regarding an Independent Living Home that had been in operation and/or existed before the publication of this law, including an Independent Living Home which by that time received an approval from the planning authorities to construct it, the Commissioner may, for special reasons, grant an Operating License even if the provisions of that section were not met with respect to the Applicant, if the License Applicant could not reasonably meet these provisions, provided that the rights of the License Applicant in the Land on which the Independent Living Home is built, or in respect to them, and the rights of the Resident to live in the Apartment have been secured to the satisfaction of the Commissioner; An explicit provision with respect to this shall be included in the Disclosure Document that shall be provided to the Resident.

(b) Notwithstanding the provisions of section 14, if a Multi-Professional Team was appointed before the publication of this law, which is made up of different position holders than those listed in that section, whoever was appointed by the Minister may permit a License Holder or whoever operates an Independent Living Home, to employ whoever was appointed as a member of the Multi-Professional Team even after the Commencement Date, and for a period that shall be determined.

(c) During the period from the Commencement Date until the Effective Date the provisions of this law that apply to License Holders during that period shall apply to whoever operates an Independent Living Home, *mutatis mutandis*.

(d) When enacting regulations according to section 13 (a) (1) and (2) , the Minister may determine different requirements regarding an Independent Living Home or Homes, that were in operation prior to the Commencement Date.

(e) As long as a form was not stipulated as mentioned in section 16 (b) or 17 (a), the document shall be given according to a form as the License Holder shall decide, and which shall include the issues listed in those sections.

(f) The provisions of section 27 cannot derogate from any security or guarantee that the Residents were entitled to before the commencement of this law.

Addendum

(Section 19 (a)(1))

- (1) Maintenance Services for the Independent Living Home, including for the Apartments, Public Areas, Operating Systems and Equipment that the License Holder has placed in the Independent Living Home;
- (2) Cleaning services for the Independent Living Home, including for Public Areas in it, except for Apartment cleaning;
- (3) Supervised entry into the Independent Living Home;
- (4) Operating a 24 hour a day human answering service for Residents' emergency calls;
- (5) Providing Health Services to Residents by a Nurse, including administering Medical Information regarding the Residents and referring them to Medical Treatment, subject to their wish;
- (6) Twenty four hour First Aid Services in the Independent Living Home, offered by an appropriately trained person;
- (7) Cultural Activities, Extracurricular Specialty Enrichment Activities and Sports Activities which shall be jointly determined in consultation with the Residents' Committee insofar as appointed, picked from "a Basket of Services ", as required by the Minister and in consultation with the Minister for Senior Citizens;
- (8) Social Work Services by a social worker.

Benjamin Netanyahu
Prime Minister

Moshe Kahlon
Minister of Welfare and Social Services

Shimon Peres
President of the State of Israel

Reuven Rivlin
Knesset Chairman