

DHS 132.33 Housing residents in locked units

(1)

DEFINITIONS. As used in this section: (a) "Locked unit" means a ward, wing or room which is designated as a protective environment and is secured in a manner that prevents a resident from leaving the unit at will. A physical restraint applied to the body is not a locked unit. A facility locked for purposes of security is not a locked unit, provided that residents may exit at will. (b) "Consent" means a written, signed request given without duress by a resident capable of understanding the nature of the locked unit, the circumstances of one's condition, and the meaning of the consent to be given.

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(b)

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(2)

RESTRICTION. Except as otherwise provided by this section, no resident may be

housed in a locked unit. Physical or chemical restraints or repeated use of emergency restraint under sub. (5) may not be used to circumvent this restriction. Placement in a locked unit shall be based on the determination that this placement is the least restrictive environment consistent with the needs of the person. Note: For requirements relating to the use of physical and chemical restraints, including locked rooms, see s. DHS 132.60(6).

(3)

PLACEMENT. (a) A resident may be housed in a locked unit under any one of the following conditions: 1. The resident consents under sub. (4) to being housed on a locked unit; 2. The court that protectively placed the resident under s. 55.15, Stats., made a specific finding of the need for a locked unit; 3. The resident has been transferred to a locked unit pursuant to s. 55.15, Stats., and the medical record contains documentation of the notice provided to the guardian, the court and the agency designated under s. 55.02, Stats.; or 4. In an emergency governed by sub. (5). (b) A facility may transfer a resident from a locked unit to an unlocked unit without court approval pursuant to s. 55.15, Stats., if it determines that the needs of the resident can be met on an unlocked unit. Notice of the transfer shall be provided as required under s. 55.15, Stats., and shall be documented in the resident's medical record.

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(4)

CONSENT. (a) A resident may give consent to reside in a locked unit. (b) The consent of par. (a) shall be effective only for 90 days from the date of the consent, unless revoked pursuant to par. (c). Consent may be renewed for 90-day periods pursuant to this subsection. (c) The consent of par. (a) may be revoked by the resident at any time. The resident shall be transferred to an unlocked unit promptly following revocation.

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(5)

EMERGENCIES. In an emergency, a resident may be confined in a locked unit if necessary to protect the resident or others from injury or to protect property, provided the facility immediately attempts to notify the physician for instructions. A physician's order for the confinement must be obtained within 12 hours. No resident may be confined for more than an additional 72 hours under order of the physician.