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NOTES & COMMENTS

Respite for Tantalus: Illinois's Sexually Violent Persons Commitment Act – Due Process in (In)Action

Brian E. Wilson 1

Under current Illinois law, criminals who have been adjudicated guilty of committing certain types of sex offenses can, at any point during their incarceration, be involuntarily committed indefinitely. They are sent to the Treatment and Detention Facility in Rushville, Illinois, where they are to undergo treatment for various disorders, and are not released until the Department of Human Services determines they no longer present a danger of re-offending. While this is the intent of the law, in practice this secondary commitment is violating these offenders' Due Process rights.

This Comment examines the Sexually Violent Persons Commitment Act in Illinois; it's background, what the Act allows, and how it is operating in practice. It compares Illinois's Act with those of other states, shows why the Act in Illinois is violating the resident's Due Process rights, and offers some solutions for the State to apply to make the Act conform to the law so the State is no longer violating the U.S. Constitution and U.S. Supreme Court precedent.

THE FATAL FIALA FLAW: Hey! Why Not Just Make Arbitration Agreements Mandatory?

Adam N. Lichtenauer 36

This Article discusses the ability of healthcare agents to bind their principals with arbitration agreements when admitting their principals to nursing homes. A recent Illinois appellate court decision had the unfortunate effect of allowing nursing homes to expand the authority of healthcare agents to encompass arbitration agreements by simply making such agreements a requirement for admission. Although this ruling has the potential to further disadvantage people who are already unable to care for themselves, this Article will discuss approaches that can be used to correct the misstep.

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