

MAINE STATE LEGISLATURE

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May 29, 1968

Robert R. Raines, Director of Corrections Mental Health and Corrections

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Attorney General

Financial Responsibility for Girls placed on Entrustment from Reform School.

SYLLABUS:

In the absence of an agreement to the contrary, the medical bills incurred by a girl placed on entrustment with her parents are payable by her parents.

FACTS:

In your memo of April 29, 1968 addressed to this office and attached correspondence, it would appear that a young girl committed to Stevens School was placed under entrustment with her parents. The girl incurred a medical bill, presumably involving a routine physical examination, which her parents refuse to pay. It is stated factually that the child's parents are able financially to provide for said child's necessities.

QUESTION:

When an infant is placed under entrustment with her parents are the parents liable for the payment of medical expenses incurred during the period of entrustment?

ANSWER:

Yes.

OPINION:

Entrustment, a pleasant appellation for the term parole, is a system whereby juveniles are placed outside of the institution to which they have been previously committed. Said juveniles may be placed under the care and custody of their own parents, foster parents, or any other suitable person or agency. During the period of entrustment, a child is still subject to the jurisdiction of the superintendent or head of the institution to which he has been previously committed, and said child may be recommitted to said institution at any time prior to the termination of entrustment.

15 M.R.S.A. § 2717 which provides for the placement of inmates at Stevens School on entrustment status reads in part as follows:

". . . At the discretion of the superintendent, any such child, during his or her commitment, may be kept at said center or, upon prior mutual agreement, may be entrusted without indenture, for a period not exceeding the term of his or her commitment, to the care of: Any suitable person or persons; the Probation and Parole Board; the Department of Health and Welfare, or other public or private child care agencies. As often as shall be required, the person or agency, to whom such child is entrusted, shall report to the superintendent the progress and behavior of said child, whether or not the child remains under such person, and if not, where he or she is.

"On being satisfied at any time that the welfare of the child will be promoted by return to the center, the superintendent may cancel such trust and resume charge of such child with the same powers as before the trust was made."

While a child is an inmate at Stevens School obviously her needs must be administered by the school and said child is entitled to all of the necessaries which will aid in her rehabilitation. It does not follow that when the child is entrusted to the care of her parents that the school remains financially responsible for the child's needs. The fact that the school retains some control over the behavioral standards of the entrusted child and to a minor degree stands in an in loco parentis relationship to said child, does not absolve the parents of said child from performing their normal parental responsibilities. The temporary placement of one's offspring in an institution does not permanently break the chain of parental responsibility owed to the child.

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"At common law a parent is charged with the duty of educating and supporting a minor child, and with a continuing obligation thereafter in certain cases of physical and mental disability, and is entitled to the custody and control of the minor child together with authority to take such disciplinary measures as are reasonably necessary to discharge the parental duty, and is entitled, if providing a home for a minor son and supporting him, to his services and earnings; and the same rights and duties exist when the relationship of in loco parentis has been intentionally assumed and established."
Jensen v. U. S., 78 F. Supp. 974 (D. C. Me. 1948).

Parents or guardians of girls placed under entrustment must provide the basic necessities of life for such girls. Providing medical treatment for a child is certainly a necessity and stands on no less footing than the provision of food and clothing. Failure to provide such necessities constitutes a breach of entrustment by the parents which could provide a basis for termination of said entrustment and a recommittal of the entrusted child.

Of necessity, entrustment must be a flexible procedure, however the financial obligations to be undertaken by foster parents, parents, or other persons and agencies, in regard to the care of children placed in their custody should be clearly delineated. We believe that in the future, the Superintendent should make a positive agreement as to payment of certain expenses while a girl is on entrustment.

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