

Father in the amount of \$7,405.08 for unpaid medical, dental, vision, and prescription expenses. Father argues on appeal that Mother failed to comply with a condition precedent to impose liability for medical expenses on him and that assuming he did owe for such expenses, there was no competent evidence to support the court's finding.

¶ 4 Father first asserts on appeal that because this appeal concerns the interpretation of court orders, the applicable standard of review should be *de novo*, the same as for questions of law, in order to give proper effect to the intent of the court's orders. We disagree. Given that the ultimate issue involves payment of the medical expenses for the parties' daughter, we look to the standard of review for handling such issues. Decisions pertaining to the allocation of medical expenses for a minor child are left to the discretion of the trial court, and the court's rulings on such matters will not be disturbed on review absent an abuse of that discretion. See *In re Keon C.*, 344 Ill. App. 3d 1137, 1146, 800 N.E.2d 1257, 1264 (2003).

¶ 5 Father argues on appeal that the court erred in awarding medical expenses to Mother. Father believes that Mother cannot collect any sums for health care expenses incurred between 2002 and 2008 because of the uniform order for support entered by the court on October 22, 2008. Father reasons that medical expenses are included within the definition of child support (see 750 ILCS 5/505(a) (West 2008)) and that the order for support lists "0" for the amount of arrearage on child support. He further contends that the original order entered on August 20, 2002, required Mother to notify Father within 30 days of her receiving records of payment by health care providers of remaining balances, at which point Father had 30 days to pay his share. He therefore believes he is not obligated to reimburse Mother for any medical expenses that were not provided to him within 30 days.

¶ 6 Under the parties' original decree, Father was responsible for one-half of all medical expenses related to the care of his daughter which were not covered by insurance. Pursuant to section 505(b) of the Illinois Marriage and Dissolution of Marriage Act (750 ILCS

5/505(b) (West 2010)), the proper method of gaining enforcement of a prior order is to file a petition asking that the offending party be held in contempt. Mother testified that she incrementally requested that Father pay his half of the medical bills incurred on behalf of their daughter that were not reimbursed by insurance. She did not necessarily send them within 30 days of receiving them and further admitted that the last statement she sent to Father was March of 2008. No medical bills were sent in 2009 or 2010 because, according to Mother, he was not paying them anyway. At the evidentiary hearing, mother provided a binder of all of the health care expenses for the child not covered by insurance. She also provided demonstrative exhibits which set forth summaries of the many bills and receipts brought to court. Father's share of the expenses totaled \$7,405.08.

¶ 7 Contrary to Father's assertion, there was no order entered in October of 2008 absolving him from paying his share of the medical expenses incurred by mother on behalf of their daughter. In 2002, an order for support was entered requiring Father to pay the sum of \$4,903 as an arrearage on child support and \$1,530 for unpaid health care costs. Father points to the fact, as the basis for his argument, that the October 2008 order listed his arrearage for support as "0." We, however, agree with the trial court's interpretation of the October 2008 order that nothing other than the modification of child support was addressed at that time.

¶ 8 While the order found no arrearage for back support existed, and Mother did not challenge such finding, the order did not address unpaid medical bills or resolve any medical issues. The remainder of the earlier order therefore was still in effect, and Father was obligated to pay his share of his daughter's medical expenses. Father cannot rely on the 30-day-notice period to avoid his responsibility for his share of the expenses when he was refusing to pay them no matter when he was notified of the expenses incurred.

¶ 9 Father counters that the evidence presented to support the unpaid medical costs was

not sufficient or competent. Again, we disagree. It is true that Mother presented summaries of the expenses incurred over the years. Besides the supporting documents she had previously sent to Father through the years with her requests for payment, she also brought to the hearing all of the documents she used to prepare the summaries. These documents were available to Father at the hearing, and, in fact, the hearing was continued to allow Father to review the supporting documents. The court specifically instructed Father that if he had a good-faith basis to believe that the provided health care records differed from the summaries, he could question Mother further as to his beliefs. Father did not do so. The court ultimately concluded that it was "satisfied that [Mother's] recordkeeping and correspondence concerning the unpaid bills is more probably true than not." Determinations by the trial court as to the credibility of the parties are to be given great deference. *In re Marriage of McHenry*, 292 Ill. App. 3d 634, 641, 686 N.E.2d 670, 675 (1997). The court found the summaries admissible. See *Murray v. Kleen Leen, Inc.*, 41 Ill. App. 3d 436, 442-43, 354 N.E.2d 415, 421-22 (1976). We cannot say that the court's decision in this instance requires reversal.

¶ 10 For the aforementioned reasons, we affirm the judgment of the circuit court of Clinton County.

¶ 11 Affirmed.