

(3) THE EMPLOYER SHALL DEDUCT THE PREMIUMS FOR THE HEALTH INSURANCE COVERAGE FROM THE EARNINGS OF THE EMPLOYEE AND PAY THE PREMIUMS TO THE INSURER TO THE EXTENT CONSISTENT WITH FEDERAL LAW.

(E) AN EMPLOYER OR THE CHILD'S PARENTS MAY NOT DISENROLL OR ELIMINATE COVERAGE FOR THE CHILD IN ANY MANNER UNLESS:

(1) THE EMPLOYER IS PROVIDED SATISFACTORY WRITTEN EVIDENCE THAT:

(I) THE COURT ORDER IS NO LONGER IN EFFECT; OR

(II) THE CHILD HAS BEEN OR WILL BE ENROLLED UNDER OTHER REASONABLE HEALTH INSURANCE COVERAGE, WITH THE COVERAGE TO TAKE EFFECT NO LATER THAN THE EFFECTIVE DATE OF DISENROLLMENT;

(2) THE EMPLOYER HAS ELIMINATED FAMILY HEALTH COVERAGE FOR ALL OF ITS EMPLOYEES; OR

(3) THE EMPLOYER NO LONGER EMPLOYES THE PARENT UNDER WHOSE NAME THE CHILD HAS BEEN ENROLLED FOR COVERAGE EXCEPT TO THE EXTENT THAT IF THE PARENT ELECTS TO EXERCISE THE PROVISIONS OF THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA) THEN COVERAGE MUST BE PROVIDED FOR THE CHILD CONSISTENT WITH THE EMPLOYER'S PLAN RELATING TO POSTEMPLOYMENT MEDICAL COVERAGE FOR DEPENDENTS.

(F) (1) IF THE HEALTH INSURANCE COVERAGE FOR THE CHILD TERMINATES, THE EMPLOYER SHALL NOTIFY THE OTHER PARENT AND, IF A SUPPORT ENFORCEMENT AGENCY IS INVOLVED IN THE CASE, THE SUPPORT ENFORCEMENT AGENCY WITHIN 15 DAYS OF TERMINATION OF THE INSURANCE.

(2) IF, AFTER A LAPSE IN HEALTH INSURANCE COVERAGE, HEALTH INSURANCE COVERAGE BECOMES AVAILABLE TO THE EMPLOYEE FOR THE CHILD, THE EMPLOYER SHALL:

(I) ENROLL THE CHILD IN HEALTH INSURANCE COVERAGE WITHOUT REGARD TO ANY ENROLLMENT SEASON RESTRICTIONS; AND

(II) WITHIN 15 DAYS AFTER HEALTH INSURANCE COVERAGE BECOMES AVAILABLE, PROVIDE NOTICE TO THE SUPPORT ENFORCEMENT AGENCY AND THE OTHER PARENT OF THE ENROLLMENT.

(G) SUBJECT TO THE PROVISIONS OF THIS SECTION, THE PARENT OR THE SUPPORT ENFORCEMENT AGENCY MAY BRING A CIVIL ACTION AGAINST AN EMPLOYER WHO WILLFULLY VIOLATES THE PROVISIONS OF THIS SECTION.

(H) THIS SECTION DOES NOT LIMIT THE AUTHORITY OF A COURT TO ENTER, MODIFY, OR ENFORCE AN ORDER REQUIRING PAYMENT OF UNINSURED HEALTH EXPENSES, HEALTH CARE COSTS, OR HEALTH INSURANCE PREMIUMS.

(I) AN EMPLOYER MAY NOT USE THE EXISTENCE OF AN ORDER REQUIRING HEALTH INSURANCE COVERAGE AS A BASIS FOR:

(1) REPRISAL AGAINST AN EMPLOYEE;