

Amendment 5 to Council Bill 14-2018

BY: Greg Fox

Legislative Day No: 5

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Amendment No. 5

1 *(This amendment proposes changes to the bill to specify who may provide a medical evaluation*
2 *and proposes parameters for a third medical evaluation).*

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5
6 On page 3, in line 16, strike “PHYSICIAN OR MENTAL HEALTH PROVIDER” and substitute
7 “HEALTH CARE PROVIDER”.

8
9 On the same page, in line 18, strike the semi-colon, and substitute the following:

10 “. FOR THE PURPOSES OF THIS SECTION, HEALTH CARE PROVIDER MEANS A
11 LICENSED DOCTOR OF MEDICINE OR OSTEOPATHY WHO IS AUTHORIZED TO
12 PRACTICE MEDICINE OR SURGERY AS WELL AS LICENSED PODIATRISTS, DENTISTS,
13 CLINICAL PSYCHOLOGISTS, CLINICAL SOCIAL WORKERS AND OPTOMETRISTS;”.

14
15 On the same page, in line 24, strike “OPINION ON” and substitute “EVALUATION OF”. Also,
16 in the same line, strike “BEFORE AN”.

17
18 On the same page, in line 25, before “EMPLOYEE”, insert “(1) BEFORE AN”.

19
20 On the same page, in line 26, strike “MEDICAL OPINION ON” and substitute “EVALUATION
21 BY A HEALTH CARE PROVIDER OF”.

22
23 On the same page, in line 27, strike “OPINION” and substitute “EVALUATION”.

24
25 ~~On the same page~~ Starting on page 3, in line 28, strike “OBTAIN A THIRD MEDIAL OPINION,

1 FROM AN INDEPENDENT SOURCE, AND THE COUNTY SHALL RELY ON THE THIRD
2 OPINION IN ITS DETERMINATION UNDER THIS SECTION.” and substitute the following:

3 “ACCEPT THE SECOND EVALUATION OR THE COUNTY MAY SEEK A THIRD
4 EVALUATION IN ACCORDANCE WITH SUBSECTION (F) OF THIS SECTION.

5
6 (2) THE COUNTY SHALL PAY FOR ALL COSTS INCURRED FOR THE SECOND
7 EVALUATION IF:

8 (i) THE COST OF THE SECOND EVALUATION IS NOT COVERED BY THE
9 EMPLOYEE’S HEALTH INSURANCE; AND

10 (ii) THE EMPLOYEE DEMONSTRATES THAT THE EMPLOYEE CANNOT
11 AFFORD THE COST OF THE SECOND EVALUATION.

12
13 (F) THIRD EVALUATION. IF THE COUNTY DETERMINES THAT A THIRD EVALUATION IS
14 NECESSARY, THE COUNTY SHALL OBTAIN A THIRD EVALUATION FROM AN
15 INDEPENDENT, BOARD CERTIFIED HEALTH CARE PROVIDER:

16 (1) WHO SHALL BE MUTUALLY AGREED TO BY THE EMPLOYEE AND THE
17 COUNTY;

18 (2) WHOSE COSTS SHALL BE PAID BY THE COUNTY; AND

19 (3) WHOSE OPINION SHALL BE BINDING ON THE PARTIES.”.

20 On page 3, in line 31, insert:

21 “(G) EMPLOYEES COVERED BY COLLECTIVE BARGAINING AGREEMENTS. A DISMISSAL UNDER
22 THIS SECTION IS SUBJECT TO THE GRIEVANCE PROCEDURE FOR A TERMINATION UNDER AN
23 APPLICABLE COLLECTIVE BARGAINING AGREEMENT OR THE APPEAL PROCESS PROVIDED IN
24 SECTION 1.500 OF THE HOWARD COUNTY CODE AND THE APPEALS SECTION OF THE
25 HOWARD COUNTY EMPLOYEE MANUAL, AS APPLICABLE.

26 (H) EMPLOYEES NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS. A DISMISSAL
27 UNDER THIS SECTION IS SUBJECT TO THE APPEAL PROCESS PROVIDED IN SECTION 1.500 OF
28 THE HOWARD COUNTY CODE AND THE APPEALS SECTION OF THE HOWARD COUNTY
29 EMPLOYEE MANUAL, AS APPLICABLE.”.