



Chuck Harold <chuckharold@gmail.com>

My UC Health Insurance Payments

1 message

Chuck Harold <chuckharold@gmail.com>

Fri, Mar 12, 2021 at 1:46 PM

To: Ida Fong <Ida.Fong@ucop.edu>

Bcc: Silvia Harold <megmaxmom@gmail.com>

March 12, 2021

Hello Ida,

Thank you for taking the time to review my case involving my health care benefits. I hope we can figure out why UCLA changed my health care benefits from UC paying for them to me paying for them.

As you may remember, a few weeks ago you called me about my son Max's health insurance coverage. Your system had him incorrectly checked off as "disabled". Max has never been disabled; however, I had a disability rating and "Disability Income" from the UCLA Police Department before it was converted to "Retirement Income."

We are aware of the UC's new computer system challenges over the past few years. I think this could explain, in part, why my disability retirement status was changed from UC paying my health insurance to me paying for my own health insurance.

To get you up to speed, I am going to lay out a timeline for you. I apologize if my chronology seems a little much, but I think it is important for you to understand the context as well as the facts of my case. I don't have exact dates at this time, but I am certain you can look up and verify what I am saying in your records.

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the Chief of Police to verify my employment. They were told by the Chief's secretary that I was no longer employed by the police department. A complete lie. As a result, we lost our refinance. Given the fact that UCLA had stopped paying me, we eventually lost our home and had to file bankruptcy which resulted in the bankruptcy court seizing my tort lawsuit for an asset. We received no money from the tort lawsuit and I never signed a settlement agreement in the case, leaving the case technically open for future claims of harassment. My wife also had a miscarriage due to the stress and we lost our third child.

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Eventually the worker's comp case proceeded. On August 8, 2001, while working for Fox, I received a letter from OCTAGON Risk Services adjuster, Grace McAdams. The letter (enclosed) stated my permanent disability payments would be \$2,835.00 per month plus an additional \$240.98, totaling approximately \$3,075.98 per month tax free. According to the adjuster, 85% of that amount would be paid to me until the case settled.

I continued to investigate UCLA. I started a website called BruinWatch.org. It was a website that posted public information about the UC system. On the website, I posted a list of all 1,500 properties UC owned in California, second only to the federal government as the largest landowner. One piece of land was particularly controversial and had to do with lake front easements around UC Davis campus.

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In March 2003, my worker's comp case finally settled.

The terms of the settlement were: a lump sum payment of \$10,000, paid health insurance for my family and me, and a concealed weapons permit.

Eventually, UC started paying me a tax free "Disability Income" of approximately \$3,000 per month. Health insurance was paid by UC and not taken out of my \$3,000 disability payment per month. I received my concealed weapons permit only when I requested it and had to go through several processes.

My 10-99 tax form each year reflected tax free payments, and I also received another 10-99 that reflected the insurance premiums. For years, I filed my taxes without paying taxes on my UC disability earnings.

"RETIREMENT INCOME"

Sometime after 2014 I started receiving letters from a worker's comp adjusting company representing UC. I do not think it was from Octagon. It might have been Gates or Gallagher? In

these letters, a woman said I was required to appear for a medical examination for fitness for duty to see if I still qualified for "Disability Income."

I called and spoke with the woman and explained that my settlement status had no such requirement. The woman said she knew nothing about a settlement agreement. She added that I was required to appear for a medical examination or they would stop my monthly disability payments. I told her she could simply look up the case in the worker's comp court. She said I was required to submit to a medical exam.

Subsequent correspondence from UC during this time period asked me to file for Social Security Disability status. I think if I qualified for Social Security disability, then UC would not need to pay me or something like that. I did not qualify for Social Security disability.

I tried contacting my worker's comp and tort attorneys and discovered they had retired several years earlier. The firms had no records since it was an old case.

The adjusting company continued sending letters.

To avoid having my "Disability Income" canceled, sometime in early 2015, I contacted "At Your Service" a few times to discuss this. They had no records reflecting my settlement agreement.

At Your Service explained to me that my 21 years of service with the PD had been reached because they combined my active-duty time with my disability time. They told me that after 21 years I was eligible for a "Retirement Income" which meant I could take my \$400,000 in a lump sum or choose to receive monthly payments. If I accepted this retirement offer, I was not required submit for a medical exam.

I asked a woman from "At Your Service" specifically about my medical insurance. I was told that UC would continue to pay for my medical insurance since I had had a previous disability income.

On March 2, 2015, the UC Office of the President, Retirement Administration Service Center sent me a letter. The letter explained my options for converting my "Disability Income" to "Retirement Income" and stated, "Unlike UCRP Disability Income, Retirement Income is a lifetime benefit. If you choose a monthly income, you may continue your UC sponsored medical, dental, legal and/or vision if enrolled. If you are subject to Graduated Eligibility, any years of service you accrued while receiving Disability Income will be credited towards the percentage of UC contributions to your insurance (please note there is no UC contribution towards the legal or retiree vision plans.)" The letter also stated my Highest Average Plan Compensation (HAPC) was \$3,601.557, (an amount above the original \$3,075.98 monthly payment. Maybe that was with a cost of living increase?).

I was already enrolled in UC sponsored insurance under "Disability Income" and that enrollment was paid for by UC. The letter to me indicated UC would continue to pay or contribute to my insurance in some way.

On April 2, 2015 I used the on-line "Retirement Estimator" in At Your Service and obtained a printout of what my retirement payments would look like under "Retirement Income." Under Payment option A, my "Estimated lifetime monthly payment to you" was \$2,341.04 (65% of my Highest Average Plan Compensation (HAPC) of \$3,601.557). Nowhere in this document did it say I would NOT continue to receive medical insurance or that my lifetime monthly payment would be reduced to pay for medical insurance. (Document attached).

Relying on statements from UC employees, the March 2, 2015 UC letter and the April 2, 2015 "Retirement Estimator", I filed the required paperwork for "Retirement Income" feeling I had no choice. It was convert to "Retirement Income" or lose my benefits completely.

My monthly payments then went from approximately \$3,000 per month tax free to \$1,300 a month taxable. When I called to obtain an explanation, I was told that my medical insurance was deducted from my base pay and that I was now paying my health insurance. I explained this was not what I was told nor was that consistent with my previous medical "Disability Income" Status.

At this point I had no legal records, and I could not afford an attorney to investigate the matter, so I let it go.

TAX STATUS

What is interesting is my tax status. Over the course of several years, spanning my "Disability Income" and subsequent "Retirement Income", UC issued several versions of my 10-99. At first it showed me as tax exempt and I filed my taxes that way. Then it switched to showing medical insurance as a separate deduction. I think for a while I received two 10-99s showing one for retirement payments and one for medical insurance payments (that I was now paying for). This confused my accountant each year. To him, it made no sense.

In recent years the 10-99s have reflected "Retirement Income" as a whole with no carve out of what the medical insurance cost.

However, for the 2020 tax year I received two 10-99s. One for my retirement income and one for my medical insurance income.

In 2018, we moved to Arizona. It was a big move with 300 storage boxes of stuff gathered over 15 years of living in Burbank, California, our last home.

Just recently I was going through some of those old boxes and came across some papers relating to my UC worker's comp case.

It was good timing that you called because I could never figure out who to speak with about this issue. The folks of At Your Service were nice but did not have access to investigate my case nor did they know who to contact about it.

SUMMARY

In summary, here is how I am seeing this issue with the health insurance:

- 1) It is silly when you think about it; UCLA paid me NOT to work for two years when I was NOT injured yet when I was injured they refused to pay me for 7 years?
- 2) The UC computer system showed my son Max as "disabled". He has never been disabled. I am the one that was disabled.
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I believed I would still have my insurance paid for by UC or was forced to change my retirement status or lose benefits?
- 5) The March 2, 2015 letter lists my Highest Average Plan Compensation (HAPC) of \$3,601.557.

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Simply stated, it is my position that UC should have continued to pay for my health insurance even if they required me to convert my status to "Retirement Income" from "Disability Income."

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CTAGON

RISK SERVICES, INC.

A St. Paul Member Company

Octagon Risk Services, P.O. Box 956914 • Los Angeles, CA 90095-6914
PHONE: (310) 794-8247 • FAX: (310) 794-8269

August 8, 2001

Charles Harold
18649 Chase Street,
Northridge, CA 91324

Employee	Charles Harold
Employer	UC Los Angeles
Claim #	199650445
Date of Injury	02/16/1996

NOTICE REGARDING START & END OF PERMANENT DISABILITY BENEFITS

I am handling your workers' compensation claim on behalf of the UC Los Angeles. This notice is to advise you of the status of permanent disability payments for your workers' compensation injury of 02/16/1996.

Permanent Disability Payments

You will receive by separate mail, a check in the amount of \$2,409.75. Your weekly compensation rate is \$140.00, based on your earnings of \$672.00 per week. This payment will be deducted from any award you may receive.

Be aware that if you received Extended Sick Leave, the University may take credit against any permanent disability you may receive.

A Word About Permanent Disability

The report from Dr. Steven Silbart, dated 12/27/1999, states that your injury became permanent and stationary on 07/21/1997. The report also indicates that your injury resulted in permanent disability of 6 ¾ %. This rating is equal to \$2,835.00, which is paid at the rate of \$140.00 per week. We are paying 85% of that amount and withholding the balance for attorney's fees. Your attorney has a copy of this report.

Additionally, you will receive 10% self-imposed increase totaling \$240.98.

ARM - LA

Since an attorney represents you, you may obtain an additional medical evaluation from an Agreed Medical Evaluator if both parties agree. If no agreement on an Agreed Medical Evaluator can be reached, you may obtain an additional medical evaluation from a Qualified Medical Evaluator of your choice. Contact your attorney to discuss arrangements for the evaluation.

Payment of Medical Expenses

We will continue to pay all medical bills for care required as a result of your injury if the doctor has recommended further treatment.

If you disagree with this decision and if an attorney represents you, please call your attorney.

The State of California requires that this notice include the following language:

If you want further information, you may contact the local Information and Assistance Officer at 310) 452 1188 or you may receive recorded information by calling 1-800-736-7401.

You may also consult an attorney of your choice. Should you decide to be represented by an attorney, you may or may not receive a larger award, but, unless you are determined to be ineligible for an award, the attorney's fee will be deducted from any award you might receive for disability benefits. The decision to be represented by an attorney is yours to make, but it is voluntary and may not be necessary for you to receive your benefits. With or without an attorney, you may ask to have your case heard by the Workers' Compensation Appeals Board.

Sincerely,



Grace McAdams
Claim Account Executive

Enclosures

- ☒ PD Fact Sheet
- ☐ Payment record
- ☐ Other

- ☐ QME Panel Request Form
- ☐ Employee Claim Form

cc: Dennis Hargrove, Mastagni, Holstedt & Chiurazzi, 1912 I Street, Ste 102, Sacramento, CA 95814
Lori Wenderoff, North Hollywood, CA