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In the Matter of the Compensation of  
**ALBERTO G. OLMOS, Claimant**  
WCB Case No: 16-00548C, 16-005498C  
**ORDER APPROVING CLAIM DISPOSITION AGREEMENT**  
Gayle A Shields, Claimant Attorneys  
Law offices of Kathryn R Morton, Defense Attorneys

Reviewing Panel: Members Johnson and Weddell.

On March 7, 2016, the Board received the parties' claim disposition agreements (CDAs). In consideration of the payment of a stated sum, claimant releases certain rights to future workers' compensation benefits, except medical services-related benefits, for his compensable injury. We approve the proposed disposition.

The "Summary Pages" of the proposed CDAs (which include the identical relevant provisions) provide for a "Full" release of "Aggravation Rights." However, Page 2 of the agreements provide that "claimant releases all rights to \* \* \* aggravation rights to reopen claim \* \* \* **except for medical services.**" (emphasis original) Further, Page 3 of the agreements provide that "[c]laimant retains his right to medical-service related benefits for the compensable injury (including medical services allowed under ORS 656.245, ORS 656.273 and ORS 656.278 \* \* \*)."

A CDA cannot release a claimant's right to medical services, including "aggravation-related" medical service benefits. See ORS 656.236(1); *Basin Tire Serv. v. Minyard*, 240 Or App 715 (2011). Because such benefits require an accepted aggravation claim, a CDA may not prevent a claimant from pursuing such a claim. See ORS 656.245(1)(c)(F); *Minyard*, 240 Or App at 722-23. Instead, the CDA may limit benefits to "medical-service-related" benefits.

Considering the provisions in the bodies of the CDAs that preserve claimant's "medical-service-related" rights that may be related to a future aggravation claim, we do not interpret the "Summary Page" "Full" release of "Aggravation Rights" to release claimant's medical-service-related rights or the carrier's obligation to process such claims. Instead, we interpret the CDAs, as a whole, to confirm that claimant's benefits for such future claims are limited to "medical-service-related" benefits.<sup>1</sup> See *Chandra Lee-Bloomer*, 67 Van Natta 1218 (2015).

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<sup>1</sup> In drafting future CDAs, the parties may wish to consider avoiding language that could be interpreted to release a claimant's rights to "medical-service-related" rights related to future aggravation, Own Motion, or new/omitted medical condition claims; e.g., referring to a "partial" release of aggravation rights rather than a "full" release of such rights. Even if such rights are preserved elsewhere in the CDA, the inclusion of such language could result in delay in the approval of the CDA.

The agreements, as clarified by this order, are in accordance with the terms and conditions prescribed by the Board. *See* ORS 656.236(1). Accordingly, the parties' CDAs are approved.

If the parties disagree with our interpretation of the CDAs, they may move for reconsideration by filing a motion for reconsideration within 10 days of the date of mailing of this order. OAR 438-009-0035.

**IT IS SO ORDERED.**

Entered at Salem, Oregon on March 23, 2016