

**BEFORE THE
RESPIRATORY CARE BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. 7002015000314

AARON GREGORY COUTO
12324 Reva Street
Cerritos, CA 90703

Respiratory Care Practitioner License No. 33564

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board of California, Department of Consumer Affairs, as its Decision in the above entitled matter.

This Decision shall become effective on June 30, 2016.

It is so ORDERED June 21, 2016.

Original signed by:
ALAN ROTH, MS, MBA, RRT-NPS, FAARC
PRESIDENT, RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

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8 **BEFORE THE**
9 **RESPIRATORY CARE BOARD**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the Accusation Against:

Case No. 7002015000314

12 AARON GREGORY COUTO, R.C.P.
12324 Reva Street
13 Cerritos, California 90703

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

14 Respiratory Care Practitioner License
15 No. 33564,

16 Respondent.

17
18
19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. Stephanie Nunez ("Complainant") is the Executive Officer of the Respiratory Care
23 Board of California. She brought this action solely in her official capacity and is represented in
24 this matter by Kamala D. Harris, Attorney General of the State of California, by Rebecca L.
25 Smith, Deputy Attorney General.

26 2. Respondent Aaron Gregory Couto, R.C.P. ("Respondent") is represented in this
27 proceeding by attorney Scott J. Harris, Esq., 8383 Wilshire Boulevard, Suite 830, Beverly Hills,
28 California 90211, (323) 370-6139.

1 CULPABILITY

2 9. Respondent admits the truth of each and every charge and allegation in Accusation
3 No. 7002015000314.

4 10. Respondent agrees that his Respiratory Care Practitioner License No. 33564 is subject
5 to discipline and he agrees to be bound by the Board's probationary terms as set forth in the
6 Disciplinary Order below.

7 CONTINGENCY

8 11. The parties agree that this Stipulated Settlement and Disciplinary Order shall be
9 submitted to the Board for its consideration in the above-entitled matter and, further, that the
10 Board shall have a reasonable period of time in which to consider and act on this Stipulated
11 Settlement and Disciplinary Order after receiving it. By signing this stipulation, Respondent fully
12 understands and agrees that he may not withdraw his agreement or seek to rescind this stipulation
13 prior to the time the Board considers and acts upon it.

14 12. The parties agree that this Stipulated Settlement and Disciplinary Order shall be null
15 and void and not binding upon the parties unless approved and adopted by the Board, except for
16 this paragraph, which shall remain in full force and effect. Respondent fully understands and
17 agrees that in deciding whether or not to approve and adopt this Stipulated Settlement and
18 Disciplinary Order, the Board may receive oral and written communications from its staff and/or
19 the Attorney General's office. Communications pursuant to this paragraph shall not disqualify the
20 Board, any member thereof, and/or any other person from future participation in this or any other
21 matter affecting or involving Respondent. In the event that the Board, in its discretion, does not
22 approve and adopt this Stipulated Settlement and Disciplinary Order, with the exception of this
23 paragraph, it shall not become effective, shall be of no evidentiary value whatsoever, and shall
24 not be relied upon or introduced in any disciplinary action by either party hereto. Respondent
25 further agrees that should the Board reject this Stipulated Settlement and Disciplinary Order for
26 any reason, Respondent will assert no claim that the Board, or any member thereof, was
27 prejudiced by its/his/her review, discussion and/or consideration of this Stipulated Settlement and
28 Disciplinary Order or of any matter or matters related hereto.

1 **ADDITIONAL PROVISIONS**

2 13. This Stipulated Settlement and Disciplinary Order is intended by the parties herein
3 to be an integrated writing representing the complete, final and exclusive embodiment of the
4 agreements of the parties in the above-entitled matter.

5 14. The parties agree that copies of this Stipulated Settlement and Disciplinary Order,
6 including copies of the signatures of the parties, may be used in lieu of original documents and
7 signatures and, further, that copies shall have the same force and effect as originals.

8 15. In consideration of the foregoing admissions and stipulations, the parties agree the
9 Board may, without further notice to or opportunity to be heard by Respondent, issue and enter
10 the following Disciplinary Order:

11 **DISCIPLINARY ORDER**

12 IT IS HEREBY ORDERED that Respiratory Care Practitioner License No. 33564 issued to
13 Respondent Aaron Gregory Couto, R.C.P. is revoked. However, the revocation is stayed and
14 Respondent is placed on probation for three (3) years on the following terms and conditions.

15 1. **OBEY ALL LAWS.** Respondent shall obey all laws, whether federal, state, or local.
16 Respondent shall also obey all regulations governing the practice of respiratory care in California.

17 Respondent shall notify the Board in writing within three (3) days of any incident resulting
18 in his arrest, or charges filed against, or a citation issued against, Respondent.

19 2. **QUARTERLY REPORTS.** Respondent shall file quarterly reports of compliance
20 under penalty of perjury, on forms to be provided, to the probation monitor assigned by the
21 Board. Omission or falsification in any manner of any information on these reports shall
22 constitute a violation of probation and shall result in the filing of an accusation and/or a petition
23 to revoke probation against Respondent's respiratory care practitioner license.

24 Quarterly report forms will be provided by the Board. Respondent is responsible for
25 contacting the Board to obtain additional forms if needed. Quarterly reports are due for each year
26 of probation and the entire length of probation as follows:

- 27 • For the period covering January 1st through March 31st, reports are to be
28 completed and submitted between April 1st and April 7th.

- 1 • For the period covering April 1st through June 30th, reports are to be completed
2 and submitted between July 1st and July 7th.
- 3 • For the period covering July 1st through September 30th, reports are to be
4 completed and submitted between October 1st and October 7th.
- 5 • For the period covering October 1st through December 31st, reports are to be
6 completed and submitted between January 1st and January 7th.

7 **3. PROBATION MONITORING PROGRAM.** Respondent shall comply with
8 requirements of the Board appointed probation monitoring program, and shall, upon reasonable
9 request, report to or appear to a local venue as directed.

10 Respondent shall claim all certified mail issued by the Board, respond to all notices of
11 reasonable requests timely, appear as requested by the Board, and submit Annual Reports,
12 Identification Update Reports or other reports similar in nature, as requested and directed by the
13 Board or its representative.

14 Respondent shall provide to the Board the names, physical work addresses, work mailing
15 addresses, telephone numbers, and e-mail addresses of all employers, human resources personnel,
16 directors, managers, supervisors, and contractors, and any person providing direct supervision,
17 and shall give specific, written consent that Respondent authorizes the Board and its
18 representatives and the employers, human resources personnel, directors, managers, supervisors,
19 and contractors, and any person providing direct supervision, to communicate regarding
20 Respondent's work status, performance, and monitoring. Monitoring includes, but is not limited
21 to, any violation or potential violation of any probationary term and condition.

22 Respondent is encouraged to contact the Board's Probation Program at any time he has a
23 question or concern regarding his terms and conditions of probation.

24 **4. PROBATION MONITORING COSTS.** All costs incurred for probation
25 monitoring during the entire probation shall be paid by Respondent. The monthly cost may be
26 adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms and
27 conditions may also cause this amount to be increased. Probation monitoring costs will not be
28 tolled.

1 All payments for costs are to be sent directly to the Respiratory Care Board and must be
2 received by the date(s) specified. Periods of tolling will not toll the probation monitoring costs
3 incurred.

4 If Respondent is unable to submit costs for any month, he shall be required, instead to
5 submit an explanation of why he is unable to submit the costs, and the date(s) he will be able to
6 submit the costs including payment amount(s). Supporting documentation and evidence of why
7 Respondent is unable to make such payment(s) must accompany this submission.

8 Respondent understands that failure to submit costs timely is a violation of probation and
9 submission of evidence demonstrating financial hardship does not preclude the Board from
10 pursuing further disciplinary action. However, Respondent understands that by providing
11 evidence and supporting documentation of financial hardship it may delay further disciplinary
12 action.

13 In addition to any other disciplinary action taken by the Board, an unrestricted license will
14 not be issued at the end of the probationary period and the respiratory care practitioner license
15 will not be renewed, until such time all probation monitoring costs have been paid.

16 The filing of bankruptcy by Respondent shall not relieve Respondent of his responsibility to
17 reimburse the Board for costs incurred.

18 **5. EMPLOYMENT REQUIREMENT.** Respondent shall be employed a minimum of
19 twenty-four (24) hours per week as a respiratory care practitioner for a minimum of two-thirds
20 (2/3) of his probation period.

21 Respondent may substitute successful completion of a minimum of thirty (30) additional
22 continuing education hours, beyond that which is required for license renewal, for each eight (8)
23 months of employment required. Respondent shall submit proof to the Board of successful
24 completion of all continuing education requirements. Respondent is responsible for paying all
25 costs associated with fulfilling this term and condition of probation.

26 **6. NOTICE TO EMPLOYER.** Respondent shall be required to inform all current and
27 subsequent employers, directors, managers, supervisors, and contractors during the probation
28 period, of the discipline imposed by this decision by providing his current and subsequent human

1 resources personnel, directors, managers, supervisors, and contractors with a complete copy of
2 the decision and order, and the Accusation in this matter prior to the beginning of or returning to
3 employment or within three (3) days from each change in a supervisor or director.

4 If Respondent is employed by or through a registry, Respondent shall also make each
5 hospital or establishment to which he is sent aware of the discipline imposed by this decision by
6 providing his human resources personnel, manager, and supervisor for each shift, at each hospital
7 or establishment with a copy of this decision, and the Accusation in this matter prior to the
8 beginning of employment. This must be done each time there is a change in supervisors or
9 administrators.

10 The employer will then inform the Board, in writing, that he/she is aware of the discipline,
11 on forms to be provided to Respondent. Respondent is responsible for contacting the Board to
12 obtain additional forms if needed. All reports completed by the employer must be submitted from
13 the employer directly to the Board.

14 In addition, any employer, director, manager, supervisor or contractor, shall report to the
15 Board immediately, within twenty-four (24) hours, if he/she suspects Respondent is under the
16 influence of alcohol or any substance or has had any occurrence of substance abuse.

17 **7. SUPERVISOR QUARTERLY REPORTS.** Supervisor Quarterly Reports of
18 Performance are due for each year of probation and the entire length of probation from each
19 employer, as follows:

- 20 • For the period covering January 1st through March 31st, reports are to be
21 completed and submitted between April 1st and April 7th.
- 22 • For the period covering April 1st through June 30th, reports are to be completed
23 and submitted between July 1st and July 7th.
- 24 • For the period covering July 1st through September 30th, reports are to be
25 completed and submitted between October 1st and October 7th.
- 26 • For the period covering October 1st through December 31st, reports are to be
27 completed and submitted between January 1st and January 7th.

28 Respondent is ultimately responsible for ensuring his employer(s) submits complete and

1 timely reports.

2 **8. CHANGES OF EMPLOYMENT OR RESIDENCE.** Respondent shall notify the
3 Board, and appointed probation monitor, in writing, of any and all changes of employment,
4 location, and address within three (3) days of such change. This includes but is not limited to
5 applying for employment, termination or resignation from employment, change in employment
6 status, change in supervisors, administrators or directors.

7 Respondent shall also notify his probation monitor AND the Board IN WRITING of any
8 changes of residence or mailing address within three (3) days. Post Office Boxes are accepted for
9 mailing purposes, however Respondent must also provide his physical residence address as well.

10 **9. COST RECOVERY.** Respondent shall pay to the Board a sum not to exceed the
11 costs of the investigation and prosecution of this case. That sum shall be Three Thousand Dollars
12 and No Cents (\$3,000.00) and shall be paid in full directly to the Board, in equal quarterly
13 payments, within thirty-six (36) months from the effective date of this decision. Cost recovery
14 will not be tolled.

15 If Respondent is unable to submit costs timely, he shall be required, instead to submit an
16 explanation of why he is unable to submit these costs in part or in entirety, and the date(s) he will
17 be able to submit the costs including payment amount(s). Supporting documentation and
18 evidence of why Respondent is unable to make such payment(s) must accompany this
19 submission.

20 Respondent understands that failure to submit costs timely is a violation of probation and
21 submission of evidence demonstrating financial hardship does not preclude the Board from
22 pursuing further disciplinary action. However, Respondent understands that by providing
23 evidence and supporting documentation of financial hardship may delay further disciplinary
24 action.

25 Consideration to financial hardship will not be given should Respondent violate this term
26 and condition, unless an unexpected AND unavoidable hardship is established from the date of
27 this order to the date payment(s) is due.

28 The filing of bankruptcy by Respondent shall not relieve Respondent of his responsibility to

1 reimburse the Board for these costs.

2 **10. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE.** Periods of
3 residency or practice outside California, whether the periods of residency or practice are
4 temporary or permanent, will toll the probation period but will not toll the obey all laws, quarterly
5 reports, probation monitoring program, probation monitoring costs, or cost recovery
6 requirements. Travel out of California for more than thirty (30) days must be reported to the
7 Board in writing prior to departure. Respondent shall notify the Board, in writing, within three
8 (3) days, upon his return to California and prior to the commencement of any employment where
9 representation as a respiratory care practitioner is/was provided.

10 **11. VALID LICENSE STATUS.** Respondent shall maintain a current, active and valid
11 license for the length of the probation period. Failure to pay all fees and meet continuing
12 education requirements prior to his license expiration date shall constitute a violation of
13 probation.

14 **12. VIOLATION OF PROBATION.** If Respondent commits a "Major Violation," as
15 identified in the Disciplinary Guidelines, incorporated by reference pursuant to section 1399.374
16 of Title 16 of the California Code of Regulations, he shall receive a notice to cease the practice of
17 respiratory care, as directed by the Board. The Board shall attempt to contact Respondent by
18 electronic and/or telephonic means to advise him of the notice to cease practice and shall deliver
19 such notice by certified and regular mail. The Board shall update its licensing database to reflect
20 the status of the license.

21 If Respondent is ordered to cease practice, he may file a written appeal, within ten (10) days
22 of the date of the notice to cease practice, to provide additional evidence disputing the finding of
23 the violation(s) that was cause for the notice to cease practice. The Executive Officer will review
24 the appeal and make a determination in the matter, within ten (10) days from the date the written
25 appeal and all supporting evidence or documentation is received. Respondent shall be notified of
26 the outcome by certified mail.

27 Respondent shall not resume the practice of respiratory care until a final decision on an
28 accusation and/or petition to revoke probation is made or until such time as the Board delivers

1 written notification that the notice to cease practice has been dissolved. The cessation of practice
2 shall not apply to the reduction of the probationary time period.

3 The Board will contact Respondent and his employers, human resources personnel,
4 directors, managers, supervisors, and contractors and notify them that Respondent has been issued
5 a notice to cease practice.

6 In addition, if Respondent violates any term of the probation in any respect, the Board, after
7 giving Respondent notice and the opportunity to be heard, may revoke probation and carry out the
8 disciplinary order that was stayed.

9 If a petition to revoke probation is filed against Respondent during probation, the Board
10 shall have continuing jurisdiction and the period of probation shall be extended until the matter is
11 final. No petition for modification of penalty shall be considered while there is an accusation or
12 petition to revoke probation or other penalty pending against Respondent.

13 13. **COMPLETION OF PROBATION.** Upon successful completion of probation,
14 Respondent's license shall be fully restored.

15 14. **WORK SCHEDULES.** Respondent shall be required to submit to the probation
16 monitor work schedules on a weekly/monthly basis for the length of probation for each and every
17 place of employment. Respondent shall ensure the Board has a copy of his current work schedule
18 at all times for each place of employment.

19 15. **BIOLOGICAL FLUID TESTING.** Respondent, at his expense, shall participate in
20 random testing, including but not limited to biological fluid testing (i.e., urine, blood, saliva),
21 breathalyzer, hair follicle testing, and/or any drug screening program approved by the Board.

22 Respondent shall be required to make daily contact, to determine if he is required to submit
23 a specimen for testing, each day, including weekends, holidays, and vacations in or outside of
24 California, at a laboratory approved by the Board. Board representatives may also appear
25 unannounced, at any time to collect a specimen. All collections will be observed.

26 At all times, Respondent shall fully cooperate with the Board or any of its representatives,
27 and shall, when directed, appear for testing as requested and submit to such tests and samples for
28 the detection of alcohol, narcotics, hypnotic, dangerous drugs or other controlled substances. All

1 alternative testing sites, due to vacation or travel outside of California must be approved by the
2 Board, thirty (30) days prior to the vacation or travel.

3 If Respondent is unable to provide a specimen in a reasonable amount of time from the
4 request, while at the work site, Respondent understands that any Board representative may
5 request from the supervisor, manager or director on duty to observe Respondent in a manner that
6 does not interrupt or jeopardize patient care in any manner until such time Respondent provides a
7 specimen acceptable to the Board.

8 If Respondent tests positive for a banned substance (including testing positive for Ethyl
9 Glucuronide), the Board will contact Respondent and his employers, human resources personnel,
10 directors, managers, supervisors, and/or contractors and notify them of the positive test, including
11 the substance(s) and levels detected. Thereafter, the Board may contact the specimen collector,
12 laboratory, Respondent, treating physician, treatment provider and/or support group facilitators to
13 determine whether the positive test is evidence of prohibited use. If the Board determines the
14 positive test is not evidence of prohibited use, the Board shall inform Respondent and others
15 previously contacted, that the positive test was not a violation of his probationary order.

16 **16. ABSTENTION FROM USE OF MOOD ALTERING SUBSTANCES.** For
17 purposes of these terms and conditions, a banned substance includes alcohol, marijuana,
18 controlled substances and any and all other mood altering drugs and substances. Respondent
19 shall completely abstain from the possession or use of all banned substances and their associated
20 paraphernalia. Respondent may take other medication when lawfully prescribed by a licensed
21 practitioner as part of a documented medical treatment. Respondent shall provide the Board a
22 copy of a prescription within five (5) days of the date the prescription was filled.

23 Respondent shall execute a release authorizing the release of pharmacy and prescribing
24 records as well as physical and mental health medical records. Respondent shall also provide
25 information of treating physicians, counselors or any other treating professional as requested by
26 the Board.

27 Respondent shall ensure that he is not in the presence of or in the same physical location as
28 individuals who are using illegal substances, even if Respondent is not personally ingesting the

1 drug(s). Respondent shall also ensure he is not ingesting or using any product that contains trace
2 amounts of alcohol or any other banned substances (including but not limited to: cold/flu
3 medications, cough syrups, diet pills/products, mouth wash, skin care or hygiene products,
4 perfumes, poppy seeds, dessert or any foods, etc...).

5 Any positive result that registers over the established laboratory cutoff level for a banned
6 substance, shall be reported to each of Respondent's employers.

7 **17. RESTRICTION OF PRACTICE.** Respondent may not be employed or function as
8 a member of respiratory care management or supervisory staff during the entire length of
9 probation. This includes lead functions. Respondent is prohibited from working as part of a
10 transport team. Respondent is also prohibited from providing instruction or supervision to
11 respiratory care students or applicants whether in a clinical or classroom setting.

12 **18. SURRENDER OF LICENSE.** Following the effective date of this decision, if
13 Respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy
14 the terms and conditions of probation, he may request the voluntary surrender of his license. The
15 Board reserves the right to evaluate Respondent's request and to exercise its discretion whether or
16 not to grant the request or to take any other action deemed appropriate and reasonable under the
17 circumstances. Upon formal acceptance of the surrender, within fifteen (15) calendar days
18 Respondent shall deliver his wallet and wall certificate to the Board or its designee and he shall
19 no longer practice respiratory care. Respondent will no longer be subject to the terms and
20 conditions of probation and surrender of Respondent's license shall be deemed disciplinary
21 action. If Respondent re-applies for a respiratory care license, the application shall be treated as a
22 petition for reinstatement of a revoked license.

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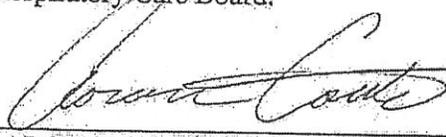
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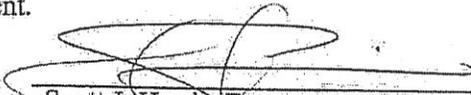
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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Scott J. Harris. I understand the stipulation and the effect it will have on my Respiratory Care Practitioner License No. 33564. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Respiratory Care Board.

DATED: 05/17/16 
AARON GREGORY COUTO, R.C.P.
Respondent

I have read and fully discussed with Respondent, Aaron Gregory Couto, R.C.P., the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

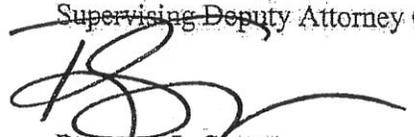
DATED: 5.17.16 
Scott J. Harris, Esq.
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Respiratory Care Board.

Dated: 5-18-16

Respectfully submitted,
KAMALA D. HARRIS
Attorney General of California
ROBERT MCKIM BELL
Supervising Deputy Attorney General


REBECCA L. SMITH
Deputy Attorney General
Attorneys for Complainant

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