

SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY
(Docket No. D-030910-011)

In The Matter Of:

CRAIG JAMES BAKER, R.Ph.
481 Morning Star Drive
Marysville, Ohio 43040
(R.Ph. No. 03-2-25244)

This Settlement Agreement is entered into by and between Craig James Baker and the Ohio State Board of Pharmacy, a state agency charged with enforcing the Pharmacy Practice Act and Dangerous Drug Distribution Act, Chapter 4729. of the Ohio Revised Code.

Craig James Baker voluntarily enters into this Agreement being fully informed of his rights afforded under Chapter 119. of the Ohio Revised Code, including the right to representation by counsel, the right to a formal adjudication hearing on the issues contained herein, and the right to appeal. Craig James Baker acknowledges that by entering into this agreement he has waived his rights under Chapter 119. of the Revised Code.

Whereas, the Board is empowered by Section 4729.16 of the Ohio Revised Code to suspend, revoke, place on probation, refuse to grant or renew an identification card or enforce a monetary penalty on the license holder for violation of any of the enumerated grounds therein.

Whereas, Craig James Baker is licensed to practice pharmacy in the State of Ohio.

Whereas, on or about September 10, 2003, pursuant to Chapter 119. of the Ohio Revised Code, Craig James Baker was notified of the allegations or charges against him, his right to a hearing, his rights in such hearing, and his right to submit contentions in writing. Craig James Baker requested a hearing; it was scheduled and continued. The September 10, 2003, Notice of Opportunity for Hearing contains the following allegations or charges:

- (1) Records of the Board of Pharmacy indicate that Craig James Baker was originally licensed in the State of Ohio on July 2, 2002, pursuant to examination, and is currently licensed to practice pharmacy in the State of Ohio.
- (2) Craig James Baker did, on or about April 10, 2003, dispense a drug pursuant to prescription without having the correct directions for use indicated on the label affixed to the container, to wit: when dispensing Rx #6818976, Craig James Baker did not indicate the directions for use of the drug as was prescribed by the physician. The prescription was written for Pepcid suspension, 40 mg/5 ml, to be given 1.25 ml (10 mg) twice daily; however, Craig James Baker indicated on the label for the five-year-old patient to be given 1¼ teaspoonful twice daily. Such conduct is in violation of Rule 4729-5-16 of the Ohio Administrative Code.

Craig James Baker neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 10, 2003; however, the Board has evidence sufficient to sustain the allegations and hereby adjudicates the same.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of a formal hearing at this time, Craig James Baker knowingly and voluntarily agrees with the State Board of Pharmacy to the following:

(A) Craig James Baker agrees to the imposition of a monetary penalty of two hundred fifty dollars (\$250.00) due and owing within thirty days from the effective date of this Agreement. Checks should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed forms to the State Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43266-0320.

(B) In addition to any and all other continuing education requirements, Craig James Baker agrees to attend within one year of the effective date of this agreement, 2.0 additional hours of continuing education for pediatric dosing and patient consultation in a retail pharmacy.

If, in the judgment of the Board, Craig James Baker appears to have violated or breached any terms or conditions of this Agreement, the Ohio State Board of Pharmacy reserves the right to, at any time, revoke probation, modify the conditions of probation, and reduce or extend the period of probation, and/or the Board may institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violation of the laws of Ohio occurring before the effective date of this Agreement.

Craig James Baker acknowledges that he has had an opportunity to ask questions concerning the terms of this agreement and that all questions asked have been answered in a satisfactory manner. Any action initiated by the Board based on alleged violation of this Agreement shall comply with the Administrative Procedure Act, Chapter 119. of the Ohio Revised Code.

Craig James Baker waives any and all claims or causes of action he may have against the State of Ohio or the Board, and members, officers, employees, and/or agents of either, arising out of matters which are the subject of this Agreement. Craig James Baker waives any rights of appeal pursuant to Chapter 119. of the Ohio Revised Code.

In the event the Board, in its discretion, does not adopt this Agreement as its Adjudication, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Craig James Baker agrees that should the Board reject this Agreement and if this case proceeds to hearing, he will assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any information relating thereto.

This Settlement Agreement shall be considered a public record, as that term is used in Section 149.43 of the Ohio Revised Code, and shall become effective upon the date of the Board President's signature below.

SIGNED AND EFFECTIVE NOVEMBER 3, 2003