

**CONSENT AGREEMENT
BETWEEN
MARK H. MEACHAM, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO
CASE NO. 22-CRF-0226**

This Consent Agreement is entered into by and between Mark H. Meacham, M.D., [Dr. Meacham], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Meacham enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(20), Ohio Revised Code, for "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," to wit: Ohio Administrative Code section 4731-26-02.
- B. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the allegations of Section 4731.22(B)(20), Ohio Revised Code, set forth in the Notice of Opportunity for Hearing issued on December 14, 2022, attached hereto as Exhibit A and incorporated herein by this reference. The Board expressly reserves the right to institute additional formal proceedings based upon any other violations of Chapter 4731., Ohio Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Meacham is currently actively licensed to practice medicine and surgery in the State of Ohio, License number 35.062265.
- D. Dr. Meacham states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Meacham enters into this agreement in lieu of further formal proceedings alleged in the December 14, 2022, Notice of Opportunity for Hearing.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Meacham knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Meacham to practice medicine and surgery in the State of Ohio shall be **SUSPENDED FOR A DEFINITE PERIOD OF NINETY (90) DAYS.**

GENERAL PROBATIONARY REQUIREMENTS:

Obey all Laws

2. Dr. Meacham shall obey all federal, state, and local laws.

Absences from Ohio

3. In the event that Dr. Meacham does not reside or practice in Ohio while subject to the requirements of this Consent Agreement, the Secretary and Supervising Member of the Board, in their sole discretion, may allow this Board's monitoring of Dr. Meacham to be coordinated with an entity or board from another jurisdiction provided the Secretary and Supervising Member determine that such coordination ensures substantial compliance with the requirements of this Consent Agreement.

~~Releases: Quarterly Declarations and Appearances~~

4. Dr. Meacham shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
5. Dr. Meacham shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

ADDITIONAL REQUIRED CME

6. Within one year of the effective date of this agreement, or otherwise approved by the Board, Dr. Meacham shall provide acceptable documentation of satisfactory completion of twenty (20) additional hours of Continuing Medical Education (CME) in the area of boundary education. Any course(s) taken in compliance with this provision shall be in

addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

REQUIRED REPORTING BY LICENSEE

7. Within thirty days of the effective date of this Consent Agreement, Dr. Meacham shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Meacham shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Meacham provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Meacham shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Meacham shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
8. Within thirty days of the effective date of this Consent Agreement, Dr. Meacham shall provide a copy of this Consent Agreement by certified mail to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Meacham further agrees to provide a copy of this Consent Agreement by certified mail at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Meacham shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Osteopathic Association Bureau of Osteopathic Specialists under which he currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Meacham shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
9. Dr. Meacham shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

MONETARY FINE:

10. Within thirty days of the effective date of this Consent Agreement, Dr. Meacham shall remit payment in full of a monetary fine of seven thousand-five hundred dollars (\$7,500.00). Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Meacham acknowledges and agrees that his failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

DURATION/MODIFICATION OF TERMS

Dr. Meacham shall not request termination of this Consent Agreement or the probationary terms herein until he has completed his period of suspension and he submits, and the Board has accepted as satisfactory, both the documentation of successful completion of the required medical education courses set forth herein, as well as the corresponding written reports to the Board. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Meacham, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Meacham and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Meacham appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Meacham has violated any term, condition or limitation of this Consent Agreement, Dr. Meacham agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing his signature on this Consent Agreement, Dr. Meacham agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, 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. Dr. Meacham and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a

subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Meacham acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

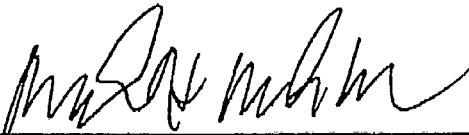
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Meacham hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

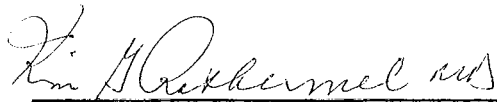
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Meacham acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below. Further, Dr. Meacham specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.



MARK H. MEACHAM, M.D.




KIM G. ROTHERMEL, M.D.
Secretary

10/3/23


DATE

10/11/23

DATE



ELIZABETH Y. COLLIS
Attorney for Dr. Meacham



HARISH KAKARALA, M.D.
Supervising Member


10/04/2023

DATE

10/11/23

DATE

CONSENT AGREEMENT
MARK H. MEACHAM, M.D.
PAGE 6



KYLE C. WILCOX
Assistant Attorney General

10-4-2023

DATE



December 14, 2022

Case number: 22-CRF- 0226

Mark H. Meacham, M.D.
3720 Yellow Creek Road
Akron, Ohio 44333



Dear Doctor Meacham:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke or suspend your license or certificate, or refuse to grant or register or issue the license or certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) In or around 2007 to 2008, you had a sexual encounter at your residence with Patient 1, as identified in the attached Patient Key (Key is confidential and to be withheld from public disclosure). During that same time period, you also kissed her, touched her breasts and buttocks other than for medical purposes while she was at your medical practice, and requested she send nude photos of herself to you.
- (2) In or around 2009, you had multiple sexual encounters, including sexual intercourse, with Patient 2, as identified in the attached Patient Key (Key is confidential and to be withheld from public disclosure). During this time, Patient 2 was an employee in your practice, and you also treated her as a patient.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (2) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to-wit Prohibitions, Rule 4731-26-02, Ohio Administrative Code, as in effect from November 30, 2006, to November 30, 2010.

Pursuant to Rule 4731-26-03, Ohio Administrative Code, as in effect from November 30, 2006, to November 30, 2010, a violation of Rule 4731-26-02, Ohio Administrative Code, also constitutes a violation of Section 4731.22(B)(6), Ohio Revised Code, "departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established."

Mailed 12-15-2022

Furthermore, for any violations that occurred on or after September 29, 2015, the Board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the Board may take under section 4731.22, Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

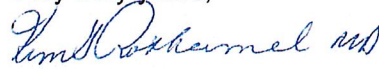
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke or suspend your license or certificate, or refuse to grant or register or issue the license or certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a license or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.
Secretary

KGR/TSL/lv
Enclosures

CERTIFIED MAIL # 9414 8149 0315 2968 0138 20
RETURN RECEIPT REQUESTED

cc: Beth Collis
191 W. Nationwide Blvd., Suite 300
Columbus, OH 43215

CERTIFIED MAIL # 9414 8149 0315 2968 0138 44
RETURN RECEIPT REQUESTED

**IN THE MATTER OF
MARK H. MEACHAM, MD**

22-CRF-0226

**DECEMBER 14, 2022, NOTICE OF
OPPORTUNITY FOR HEARING -
PATIENT KEY**

**SEALED TO
PROTECT PATIENT
CONFIDENTIALITY AND
MAINTAINED IN CASE
RECORD FILE.**



State Medical Board of

Ohio

30 E. Broad St., 3rd Floor
Columbus, Ohio 43215
(614) 466-3934
www.med.ohio.gov

December 14, 2022

Case number: 22-CRF- *0226*

Mark H. Meacham, M.D.
3720 Yellow Creek Road
Akron, Ohio 44333

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- (1) In or around 2007 to 2008, you had a sexual encounter at your residence with Patient 1, as identified in the attached Patient Key (Key is confidential and to be withheld from public disclosure). During that same time period, you also kissed her, touched her breasts and buttocks other than for medical purposes while she was at your medical practice, and requested she send nude photos of herself to you.
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Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (2) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to-wit Prohibitions, Rule 4731-26-02, Ohio Administrative Code, as in effect from November 30, 2006, to November 30, 2010.

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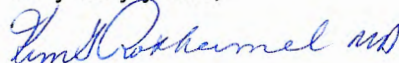
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke or suspend your license or certificate, or refuse to grant or register or issue the license or certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation.

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Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.
Secretary

KGR/TSL/lv
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cc: Beth Collis
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Columbus, OH 43215

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**IN THE MATTER OF
MARK H. MEACHAM, MD**

22-CRF-0226

**DECEMBER 14, 2022, NOTICE OF
OPPORTUNITY FOR HEARING -
PATIENT KEY**

**SEALED TO
PROTECT PATIENT
CONFIDENTIALITY AND
MAINTAINED IN CASE
RECORD FILE.**

**CONSENT AGREEMENT
BETWEEN
MARK H. MEACHAM, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO
20-CRF-0123**

This Consent Agreement is entered into by and between Mark H. Meacham, M.D., [Dr. Meacham], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Meacham enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a violation of Section 4731.22(B)(20), Ohio Revised Code, for "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(20), Ohio Revised Code, as set forth in the Notice of Opportunity for Hearing issued to Dr. Meacham on or about August 12, 2020, a copy of which is attached hereto and incorporated herein. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Meacham is licensed to practice medicine and surgery in the State of Ohio, license number 35.062265.
- D. Dr. Meacham states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Meacham admits all of the factual and legal allegations as set forth in the aforementioned Notice of Opportunity for Hearing.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Meacham knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION:

1. The certificate of Dr. Meacham to practice medicine and surgery in the state of Ohio shall be **SUSPENDED FOR A DEFINITE PERIOD OF ONE YEAR.**

PROBATIONARY TERMS:

2. Dr. Meacham shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
3. Dr. Meacham shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
4. Dr. Meacham shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
5. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Meacham shall provide acceptable documentation of successful completion of a course or courses dealing with professional ethics/boundaries. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed. In addition, at the time Dr. Meacham submits the documentation of successful completion of the course(s) dealing with professional ethics/boundaries, he shall also submit to the Board a written report describing the course(s), setting forth what he learned from the course(s), and identifying with specificity how he/she will apply what he has learned to his practice in the future.
6. Within thirty days of the effective date of this Consent Agreement, Dr. Meacham shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he/she has privileges or appointments. Further, Dr. Meacham shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Meacham provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Meacham shall provide a copy of this

Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Meacham shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

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9. Within thirty days of the effective date of this Consent Agreement, Dr. Meacham shall remit payment in full of a monetary fine of six thousand dollars (\$6,000.00). Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Meacham acknowledges and agrees that his failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

FAILURE TO COMPLY

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If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Meacham has violated any term, condition or limitation of this Consent Agreement, Dr. Meacham agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

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By executing his signature on this Consent Agreement, Dr. Meacham agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, 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. Dr. Meacham and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Meacham acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

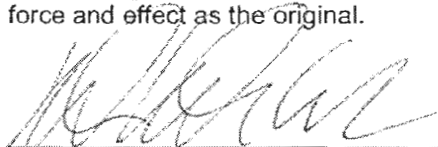
Dr. Meacham hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Meacham acknowledges that his

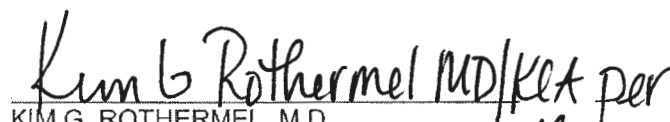
social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE


It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below. Further, Dr. Meacham specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.


MARK H. MEACHAM, M.D.

3/11/21
DATE


KIM G. ROTHERMEL, M.D.
Secretary
authorization

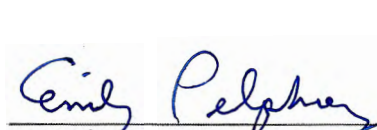
4/14/21
DATE


ELIZABETH COLLIS, ESQ.
Attorney for Dr. Meacham

March 12, 2021
DATE


BRUCE R. SAFERIN, D.P.M.
Supervising Member
authorization

4/14/21
DATE

 (*authority K.W.*)
EMILY PELPHREY, AAG
Assistant Attorney General

4-13-2021
DATE



State Medical Board of

Ohio

30 E. Broad St., 3rd Floor
Columbus, Ohio 43215
(614) 466-3934
www.med.ohio.gov

August 12, 2020

Case number: 20-CRF-*0123*

Mark H. Meacham, M.D.
3720 Yellow Creek Road
Akron, Ohio 44333-2253

Dear Doctor Meacham:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to grant or register or renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) In the course of your practice, you undertook the treatment, provided care and/or prescribed medications to Patient 1, as identified in the attached Patient Key (Patient Key is confidential and shall be withheld from public disclosure.) Despite your concurrent doctor-patient relationship, during the spring and summer of 2017, you engaged in a sexual relationship with Patient 1 while you continued to provide her with medical treatment as you had for several years prior. Furthermore, you prescribed medications to Patient 1 in order to treat legitimate medical conditions during and after the relationship.

Your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Rule 4731-26-02, Ohio Administrative Code. Pursuant to Rule 4731-26-03(A)(1), Ohio Administrative Code, a violation of Rule 4731-26-02, Ohio Administrative Code, also constitutes a violation a violation of Section 4731.22(B)(6), "departure from, or failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established."

Furthermore, for any violations that occurred on or after September 29, 2015, the board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the board may take under section 4731.22, Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing

Mailed 8-13-2020

and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to grant or register or renew or reinstate your certificate or license to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a license or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,


Kim G. Rothermel, M.D.
Secretary

*per
authorization*

KGR/LAM/jmb
Enclosures

CERTIFIED MAIL # 91 7199 9991 7039 7802 6699
RETURN RECEIPT REQUESTED

cc: Ms. Elizabeth Collis
Dinsmore & Shoal LLP
191 W Nationwide Blvd Suite 300
Columbus, Ohio 43215

CERTIFIED MAIL # 91 7199 9991 7039 7802 6705
RETURN RECEIPT REQUESTED

**IN THE MATTER OF
MARK HOWARD MEACHAM, MD**

20-CRF-0123

**AUGUST 12, 2020, NOTICE OF
OPPORTUNITY FOR HEARING -
PATIENT KEY**

**SEALED TO
PROTECT PATIENT
CONFIDENTIALITY AND
MAINTAINED IN CASE
RECORD FILE.**