

4. Respondent's address on file with the Indiana Professional Licensing Agency ("IPLA") is 508 N. 85th St., Omaha, Nebraska 68114.

Jurisdiction

5. At all times relevant herein, Respondent was a "practitioner" as that term is defined by Ind. Code § 25-1-9-2.

6. On October 8, 2021, the OAG received a consumer complaint filed against Respondent and conducted an investigation as authorized by Ind. Code § 25-1-7-5(b)(4).

7. After investigation, the OAG determined that the consumer complaint had merit. Accordingly, a copy of that consumer complaint was attached as Exhibit A to the State's Complaint.

8. As the OAG has tendered a meritorious complaint, the Board has jurisdiction to hear this matter under Ind. Code § 25-1-7-5(b)(1) and to impose any of the sanctions enumerated under Ind. Code § 25-1-9-9.

Patient A

9. On or about September 22, 2021, Patient A had a visit with Respondent regarding her past trauma and depression.

10. During Patient A's visit with Respondent, which lasted for an hour and a half, Patient A felt Respondent talked for a majority of the time and rarely allowed Patient A to speak.

11. Once able to speak, Patient A provided Respondent with information about her past, including the fact that she grew up Catholic.

12. Respondent told Patient A, "when I was young (in high school) I wanted to date catholic girls as they had a tendency to rebel and I thought about having sexual relations with them."

13. Patient A was unable to respond and began crying.

14. On February 9, 2022, Respondent's employer, Mid-America Mental Health ("Mid-America"), placed Respondent on temporary leave for forty-five (45) and prohibited Respondent from communicating with patients.

Dismissal of Patient B Allegations

15. The parties dispute the allegations in paragraphs 14-20 of the Administrative Complaint regarding Patient B. However, in order to resolve this matter in an efficient manner, Petitioner agrees to dismiss the allegations in paragraphs 14-20 of the Administrative Complaint.

16. On or about January 5, 2022, Patient B had a visit with Respondent for medicine management.

17. Patient B filed a consumer complaint with the OAG on or about January 20, 2022, which alleged that Respondent made inappropriate comments about her weight, sexuality, and borderline personality disorder.

18. On March 30, 2022, Mid-America notified Respondent that he was placed on an indefinite leave of absence pending the outcome of the OAG investigation regarding Patient B.

19. The parties dispute Patient B's allegations and characterization of her visit with Respondent.

FACTS RELEVANT TO SANCTION

20. Respondent admits that the comment he made to Patient A was inappropriate to make in a psychiatric session.

21. Respondent maintains that he did not intend to cause Patient A distress.

22. Respondent acknowledges that he caused Patient A distress, and regrets making any inappropriate comments to Patient A.

23. Respondent has not practiced in Indiana since February 2022.

24. Respondent intends to retire from the practice of medicine in Indiana, and requests that the Board place his medical license on indefinite inactive status.

25. Respondent has never maintained a residence in Indiana and does not plan to return to Indiana to practice medicine.

26. Respondent intends to continue practicing medicine in his home state of Nebraska.

STIPULATED CONCLUSIONS OF LAW

27. Respondent's conduct constitutes a violation of Ind. Code § 25-1-9-4(a)(3) in that Respondent violated a state rule regulating the profession. Specifically, Respondent violated 844 IAC 5-2-5 as evidenced by Respondent's comments and conduct during an appointment with Patient A.

AGREED DISPOSITION

It is now therefore agreed by Respondent and Petitioner as follows:

28. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action.

29. The parties execute this Agreement voluntarily.

30. The Respondent and the Petitioner voluntarily waive their right to a public hearing on the Administrative Complaint, and all other proceedings in this action to which either party may be entitled by law, including judicial review and appeal.

31. Respondent and Petitioner agree that Respondent's Indiana medical license will remain in inactive status as Respondent intends to retire his practice in Indiana.

32. The Petitioner agrees that the terms of this Agreement will resolve any and all outstanding claims or allegations or potential claims or allegations relating to disciplinary action against the Respondent's license arising from the Complaint filed on March 29, 2023.

33. The Respondent has carefully read and examined this Agreement and fully understands its terms and that, subject to a final order issued by the Board, this Agreement is a final disposition of all matters and not subject to further review.

34. Respondent agrees that the Board shall issue a **LETTER OF REPRIMAND** against his Indiana medical license.


35. Respondent shall pay a **FINE** in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** payable to the Indiana Professional Licensing Agency. This fine shall be paid within ninety (90) days of the issuance of the Final Order in this matter, by check or money order, and submitted to the following address:

Indiana Professional Licensing Agency
Attn. Indiana Medical Licensing Board
402 West Washington Street Room W072
Indianapolis, Indiana 46204


36. Respondent understands that so long as he is physically located outside Indiana, but providing telehealth services to Indiana patients, he must comply with Ind. Code § 25-1-9.5-9 as it relates to obtaining an Out-of-State Practitioner Telehealth Certification.

37. Respondent further understands that a violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of medicine, or any violation of this Settlement Agreement may result in Petitioner requesting a summary suspension of Respondent's license, an Order to Show Cause as may be issued by the Board, or a new cause of action pursuant to Ind. Code § 25-1-9-4, any or all of which could lead to additional sanctions, up to and including a revocation of Respondent's license.


38. The parties agree to the continuing jurisdiction of the Board.


George A. Young, M.D.
Respondent

03/29/24
Date


Keith Butler
Counsel for Respondent
Attorney No.: 27766-29

4/1/24
Date


Carah J. Rochester
Deputy Attorney General
Attorney No.: 36266-41

4/8/2024
Date

PROPOSED LETTER OF REPRIMAND

George Young, M.D.
508 N. 85th St.
Omaha, Nebraska 68114

Re: In the Matter of the License of George Young, M.D.
Before the Medical Licensing Board of Indiana

Dr. Young:

This Letter of Reprimand is issued in accordance with the Final Order Accepting the Proposed Settlement Agreement issued by the Medical Licensing Board of Indiana resolving the administrative complaint against your physician license filed by the Office of the Attorney General on March 29, 2023.

The purpose of this reprimand is to stress the important responsibility that you have by reason of possession of a license to practice medicine in the State of Indiana. Further, there is an expectation that you refrain from violating any rule or statute regulating the practice of medicine in Indiana. Specifically, you are expected to interact with patients in accordance with current professional theory and practice.

The Findings of Fact and Final Order are attached and incorporated herein as part of this reprimand.

It is your responsibility to conduct your practice of medicine in accordance with the standards of the profession.

Sincerely,

MEDICAL LICENSING BOARD OF INDIANA

By: _____
John Strobel, M.D.
Board President






Dr. George Young Proposed Settlement Agreement

Final Audit Report

2024-03-29

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"Dr. George Young Proposed Settlement Agreement" History

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