

SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES
BOARD OF EXAMINERS OF PSYCHOLOGISTS

IN THE MATTER OF)	BEP #200
PSYCHOLOGIST LICENSURE)	
STATUS OF DR. SUSAN ELEESON)	SETTLEMENT AGREEMENT
(license no. 399))	

Dr. Susan Eleeson, with and through her counsel of record, Edwin E. Evans, and the South Dakota Board of Examiners of Psychologists, with Assistant Attorney General Steven R. Blair, hereby enter into this Settlement Agreement regarding the above captioned matter.

On February 21, 2012, Board staff received a complaint from [REDACTED] alleging potential violations of state statute, administrative rule, or the Association of State and Provincial Psychology Boards (ASPPB) Code of Conduct. Specifically, it was alleged that Dr. Eleeson rendered a professional opinion without direct and substantial professional contact with, or a formal assessment of, [REDACTED], in potential violation of SDCL 36-27A-28, ARSD 20:60:07:01, and section III.A.(6) of the ASPPB Code of Conduct.

The parties have agreed that it would be in the best interests of all concerned to settle the matter without further proceedings and without conducting a formal contested hearing. The parties agree to the following:

1. The parties agree that Dr. Eleeson filed a petition with the First Judicial Circuit Court, County of Union, State of South Dakota, seeking a protective order against [REDACTED], a non-client, as a result of alleged ongoing harassment and threatening phone calls by [REDACTED] to Dr. Eleeson and her clinic director. Dr. Eleeson filed the petition to protect herself and her family from a perceived harm. The Court granted the protection order. In her affidavit in support of the protection order, Dr. Eleeson stated: "[i]n my professional opinion [REDACTED] is clearly blaming, revengeful, and dangerous. The text

messages and [voice mail] statements I have personally seen or heard show no sense of empathy and are characteristic of narcissistic or borderline personality disorders.” Although ASPPB Rule of Conduct III A. (6) prohibits a psychologist from rendering a formal professional opinion about a person without direct and substantial contact with that person, Dr. Eleeson’s statements were not made on behalf of a client in a professional relationship, for example, about the fitness of a parent in a custody hearing, but were made on behalf of herself as a private citizen for the purpose of seeking a protection order to protect herself and her family. Dr. Eleeson’s affidavit also qualifies her opinion by stating that her opinion was based on only limited contact with [REDACTED] through text and voicemail messages.

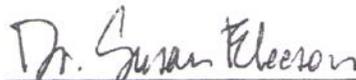
2. Dr. Eleeson agrees the Board may issue her a private letter of concern in that she recognizes the Board’s concern as to whether she may have rendered a formal professional opinion without direct and substantial contact with [REDACTED]
3. Dr. Eleeson further agrees that she specifically waives her right to a contested hearing regarding the allegations and waives her right to appeal any adverse action by the Board.
4. The Board agrees, based upon the above conditions, to issue a private letter of concern to Dr. Eleeson, and to dismiss the complaint (complaint # 200) pending before the Board without further action or discipline.
5. The Board shall post the settlement agreement to the Board’s website, and the Board shall file any reports regarding Dr. Eleeson’s licensure status and the existence of this agreement as required by any regulatory, governmental or other reporting authority.

This agreement is a compromise between the parties concerning the allegations contained in the complaint. This agreement is not intended as, and should not be considered, a final adjudication of the matter on the merits of allegations. Dr. Eleeson does not admit, by entering into this agreement, the veracity of any of the allegations contained in the complaint, and does not admit that her conduct violated any applicable state statute, administrative rule, or professional standard. In the event that this settlement agreement is not approved by the Board, the agreement is withdrawn and the parties agree that it shall be of no evidentiary value and shall not be relied upon nor introduced by either party in any subsequent proceeding. Further, the

parties agree that by engaging in settlement negotiations, and presenting settlement terms to the Board, no member of the Board may be deemed prejudiced by review and discussion of this agreement such to disqualify him or her from participation in any future proceedings in the matter.

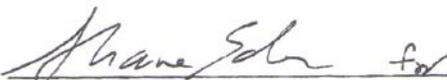
Dr. Eleeson acknowledges that she is aware of the nature and substance of the allegations that have been made against her. Dr. Eleeson further acknowledges that she understands that she has the right to counsel, notice, and a due process hearing before the Board concerning any of the allegations raised by the complaint, as well as other rights as set forth in SDCL chs. 1-26 and 36-27A, including the right to appeal to circuit court any final adverse decision entered by the Board. Dr. Eleeson also acknowledges that she has been given an opportunity to discuss this agreement with an attorney of her choosing. Dr. Eleeson knowingly, intelligently, and voluntarily waives her rights, specifically the right to a contested hearing and any appeal rights, and agrees to settle this matter in lieu of a formal hearing. Dr. Eleeson further states that she understands this Agreement and agrees to abide by the terms and conditions stated herein.

Dated this 16th day of October, 2012.



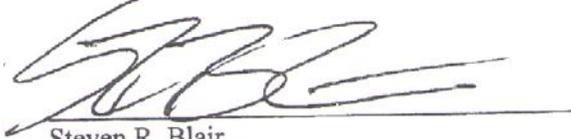
Dr. Susan Eleeson
Licensee

Dated this 17th day of October, 2012.



Edwin E. Evans
Counsel for Dr. Eleeson
Davenport, Evans, Hurwitz & Smith, LLP
P. O. Box 1030
206 West 14th Street
Sioux Falls, SD 57101

Dated this 22 day of October, 2012.



Steven R. Blair
Assistant Attorney General
Counsel for the Board
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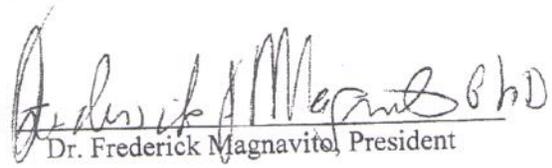
ORDER

NOW, THEREFORE, the South Dakota Board of Examiners of Psychologists, having been provided with the above Settlement Agreement entered into by the parties, and the Board finding good cause for accepting the above agreement; it is

ORDERED that the Board accepts the Settlement Agreement and will carry out its terms and conditions as stated and agreed to by the parties.

Dated this 24 day of October, 2012.

BOARD OF EXAMINERS OF PSYCHOLOGISTS

By: 
Dr. Frederick Magnavito, President