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COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 07-15

DIV. OF OCCUPATIONS
& PROFESSIONS

KENTUCKY BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V.

ORDER

DARRELL SMITH, Ph.D.

LICENSED PSYCHOLOGIST NO. 0832

RESPONDENT

* * * * *

The Kentucky Board of Examiners of Psychology having met on June 2, 2008, and having considered and voted to approve the Settlement Agreement in the above-referenced matter hereby affirms, adopts and incorporates the Settlement Agreement attached hereto as its own.

IT IS SO ORDERED.

Dated this ____ day of June, 2008.

**Kentucky Board of Examiners of
Psychology**

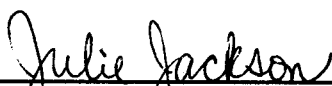
By: S. Abby Shapiro, Ph.D.
S. Abby Shapiro, Ph.D.
Chair, Kentucky Board of
Examiners of Psychology

Copies sent this the 3rd day of June, 2008, to:

Darrell Smith, Ph.D.
120 Balleroy Drive
Brentwood, Tennessee 37027
Respondent (copy by regular mail)

Don H. Major, Attorney at Law
119 South 7th Street
Louisville, Kentucky 40202 (copy by regular mail)
Attorney for Respondent

Mark Brengelman
Assistant Attorney General
Capitol Building, Suite 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449
Board Counsel (by messenger mail)



Julie Jackson
Board Administrator

Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 07-15

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MAY 22 2008

DIV. OF OCCUPATIONS
& PROFESSIONS

Complainant

Commonwealth of Kentucky,
Board of Examiners of Psychology

v. **Settlement Agreement – Voluntary Surrender of License
as if Permanently Revoked**

Darrell Smith, Ph.D.
Licensed Psychologist No. 0832

Respondent

* * * * *

Whereas, the Kentucky Board of Examiners of Psychology (“Board”) having authorized an investigation of an initiating complaint filed by a former patient of Darrell Smith, Ph.D., 120 Balleroy Drive, Brentwood, Tennessee 37027 (“Respondent”), and;

Whereas, for the purposes of this Settlement Agreement, and to avoid an investigation and possible disciplinary hearing, the Respondent admits that the Board would prove by a preponderance of the evidence at a hearing before the Board one (1) violation of:

KRS 319.082(1)(n) for having had sexual contact with a patient; this violation occurred when the Respondent was practicing psychology in Kentucky in 1996 when the Respondent held a license issued by the Board.

Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing; and

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved as follows:

Jurisdiction

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement.

The Respondent acknowledges the Board has the legal power and authority to take disciplinary action up to and including revocation of the Respondent's credential.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board. The Respondent expressly indemnifies the Board for any costs incurred, including reasonable attorney fees, in enforcing any provision of this Settlement Agreement should the Board determine the Respondent has not met any term of this Settlement Agreement after notice and opportunity to be heard.

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

The Respondent is fully aware of the Respondent's rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the

Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the Formal Complaint, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 319.092(7). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

Costs

The Board and the Respondent shall each bear their own costs incurred in this matter.

Effect Upon Credential Status: Voluntary Surrender as if Permanently Revoked

The Respondent hereby agrees to the following disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be voluntarily surrendered as if permanently revoked effective June 2, 2008, and the Respondent shall not reapply to the Board for its reinstatement and shall not otherwise apply for any credential from the Board, and;

2) the Respondent shall return the Respondent's psychology license and current renewal card, if any, to the Board on or before June 2, 2008, to the following address:

ATTN: Julie Jackson, Board Administrator
Kentucky Board of Examiners of Psychology
Post Office Box 1360
Frankfort, Kentucky 40602-1360.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent individually, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, Kentucky Board of

Psychology, Kentucky Board of Examiners of Psychology, and the Kentucky Attorney General, and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this Settlement Agreement, or its administration.

Acceptance by the Board

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology at the next regularly scheduled meeting of the Board following receipt of the executed Settlement Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any right the Respondent might have to challenge, based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences

against the Respondent will be made from the willingness to have entered into this Settlement Agreement.


Open Records

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140 §12, and may be reported in accord with federal law.

Complete Agreement

This Settlement Agreement and Order consists of five (5) pages (and a sixth (6th) signature page) and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood and Approved:



Darrell Smith, Ph.D.
120 Balleroy Drive
Brentwood, Tennessee 37027
Respondent


Date: 05-16-2008

Kentucky Board of Examiners of Psychology

By: 

Mark Brengelman, Assistant Attorney General
Office of the Attorney General
Capitol Avenue, Suite 118
Frankfort, Kentucky 40601-3449
Phone: (502) 696-5627; Fax: (502) 564-6801
Counsel for the Board

Date: June 2, 2008


Don H. Major, Attorney at Law
119 South 7th Street
Louisville, Kentucky 40202
Attorney for Respondent

Date: 5/19/08