



PUBLIC PROTECTION CABINET

Kentucky Board of Examiners of Psychology

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**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 2021PSY00023
Administrative Action No. 25-KBEP-023**

**Commonwealth of Kentucky,
Board of Examiners of Psychology**

Petitioner

v.

Order

Aaron Smith, Ph.D.

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology, having met on November 3, 2025, and having voted on the above-styled case, hereby adopts and incorporates the attached Settlement Agreement as a Board Order.

It is so ordered.

Dated this 3rd day of November, 2025.

Kentucky Board of Examiners of Psychology

By: 
Harwell Smith, Ph.D., Chair

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 2021PSY00023
Administrative Action No. 25-KBEP-_____**

**Commonwealth of Kentucky,
Board of Examiners of Psychology**

Petitioner

v.

Settlement Agreement

Aaron Smith, Ph.D.

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology (“the Board”), and Aaron Smith, Ph.D. (“the Respondent”), based upon their mutual desire to resolve fully and finally this pending matter in an expeditious manner, without the need for filing a formal complaint and notice of evidentiary hearing pursuant to KRS 319.082, KRS 319.092, 201 KAR 26:130, and 201 KAR 26:140, hereby enter the following Settlement Agreement and Agreed Order (“Settlement Agreement”):

Stipulation of Facts

The parties stipulate to the following facts, which serve as the factual bases for this Settlement Agreement:

1. The Respondent was duly licensed by the Board to practice psychology as a licensed psychologist within the Commonwealth of Kentucky, License No. 239714, effective on or about February 22, 2018;
2. From on or about 2016 through 2019, the Respondent was employed by Pathways as Chief Psychologist;
3. On or about September 16, 2019, the Respondent performed an evaluation on L.H., whose identity is known to the Respondent, for a child custody case of L.H. in California,

which was performed without charge to L.H. and after which the Respondent left the employment of Pathways giving Pathways all the medical records of the Respondent, including hard copies of psychological documents, raw data, and various notes of the Respondent;

4. Some months after September 2019, L.H. discovered the L.H.'s evaluation report was never received by the California Court to which it was to be sent by the Respondent;

5. From January of 2020 through March of 2020, L.H. made various attempts to contact the Respondent in order to obtain a copy of the evaluation report;

6. On or about March 14, 2020, L.H. spoke with the Respondent who indicated the Respondent would provide L.H. with a copy of the evaluation report;

7. L.H. did not subsequently receive a copy of the evaluation report and filed an initiating complaint with the Board on or about September 30, 2021;

8. The Respondent stated that the Respondent mailed the evaluation report to the applicable California Court in San Francisco, California, but the California Court does not show its receipt or filing;

9. Pathways has no record of the evaluation report for L.H. and the Respondent has no tangible or electronic copy of the evaluation report;

Stipulated Conclusions of Law

The parties stipulate the following Conclusions of Law, which serve as the legal basis for this Settlement Agreement:

1. At all times relevant to the facts stated herein, the Respondent's Kentucky credential was active and subject to regulation and discipline by the Board;

2. The Respondent admits the Respondent committed one (1) violation of 201 KAR 26:145 § 4(6) by failing to maintain professional records for a period of not less than six (6) years after the last date that services were performed either personally or by the

Respondent's former employer at the time of the evaluation report for L.H., and the Respondent did the Respondent's best to ensure the security of the files by depending on the former employer of the Respondent to retain them;

3. Based upon the Stipulation of Facts, the Respondent admits that the Respondent has engaged in conduct that violates the provisions of KRS 319.082 and 201 KAR 26:145 as set forth above and accordingly, there are legal grounds for the parties to enter into this Settlement Agreement;

4. Pursuant to KRS 319.082(1), the parties may fully and finally resolve this pending matter without the filing of a formal complaint and an evidentiary hearing by entering into informal resolution as set forth in this Settlement Agreement.

Agreed Order

Based upon the foregoing Stipulation of Facts and Stipulated Conclusions of Law, and based upon their mutual desire to resolve fully and finally this pending matter without an evidentiary hearing, the parties enter into the following Settlement Agreement and Agreed Order:

1. The Respondent agrees to pay to the Board an administrative fine in the amount of \$1,000.00 per violation (total: \$1,000.00) within sixty (60) days of the date of entry of an order by the Board adopting this Settlement Agreement by certified check or money order made payable to the "Kentucky State Treasurer" and mailed to the Board in care of "ATTN: Lyndsay Sipple, Executive Staff Advisor," at the Kentucky Board of Examiners of Psychology Post Office Box 1360, Frankfort, Kentucky 40602-1360, and shall include on the payment the Agency Case Number above; any amount(s) not paid by the due date shall incur a \$250.00 late fee for each period of 30 days that the payment(s) is delinquent starting with the 31st day after the due date and for every 30 days thereafter until paid in full, including any late fee(s); if any single

payment is received by the Board after its due date, the Board may in addition to the late fee above consider any balance remaining, if any, immediately due and payable;

2. The Respondent shall provide to the Board legible, accurate proof of completion of one or more Board-approved continuing education course(s), totaling at least four (4.0) hours in duration, on the topic(s) of medical and psychological record keeping, and such proof of completion shall be filed with the Board within ten (10) days of completion of the continuing education course(s). Such course(s) shall be completed within six (6) months from the date entry of an order of the Board adopting this Settlement Agreement and at the Respondent's expense, and the Respondent acknowledges that those mandated hours are in addition to those required for renewal of licensure;

3. The Respondent's license is hereby reprimanded in writing, with this Settlement Agreement constituting the written reprimand;

4. The Respondent shall not further violate any provision of KRS Chapter 319 and 201 KAR Chapter 26;

Knowing and Voluntary Waiver of Rights

1. The Respondent permanently and irrevocably waives the Respondent's right to appeal from this Settlement Agreement, notwithstanding any provision of KRS Chapter 319 or other relevant statute or administrative regulation;

2. The Respondent has had the opportunity to seek advice from competent counsel of Respondent's choosing. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreement. The Respondent knowingly and voluntarily enters into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein, and has executed this Settlement Agreement only after a careful reading of it, and consultation with a competent attorney of the Respondent's own choosing if the

Respondent so desires, and a full understanding of all of its terms. The Respondent is fully aware of and expressly waives the right to contest charges in a formal hearing pursuant to KRS 319.092, the right to obtain counsel at the Respondent's expense, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of 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 Board's decision on the merits of the Formal Complaint, 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 knowingly, voluntarily, and freely waived by the Respondent with acceptance and execution of this agreement by the Respondent;

Jurisdiction of the Board

1. The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct that precipitated this Settlement Agreement; that the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's credential to practice psychology in Kentucky and the issuance of an administrative fine; and the Respondent further acknowledges the Board shall 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;

Settlement Agreement Subject to Public Disclosure

1. The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands that the Board is free to use this Settlement Agreement in any manner not prohibited by statute or administrative regulation;

2. This agreement shall constitute disciplinary action that may be reportable under state or federal law;

Release of Potential Claims Against the Board

1. In exchange for the Board's agreement to settle its claims against Respondent, and for other valuable consideration named in this Settlement Agreement, the Respondent and the Respondent's executors, administrators, successors and assigns, hereby release and forever discharge the Commonwealth of Kentucky, the Board, and the Board's members, employees, attorneys, contractors, and other agents of the Board, in their official, individual, representative, and personal 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 the 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 disciplinary action, this Settlement Agreement, or any fact or occurrence up to the date of entry by the Board of this Settlement Agreement;

Procedure for Board Approval

1. It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Board at its next regularly scheduled meeting;

2. The Respondent acknowledges that the Board is free to accept or reject this Agreement and that if it is rejected by the Board, a formal disciplinary hearing on the accusation against the Respondent may be rescheduled thereafter;

3. The Respondent waives any right the Respondent might have to challenge the Board's impartiality or competence to conduct a disciplinary hearing on the basis of the negotiation and drafting of this Settlement Agreement.

4. If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be permitted as evidence against the Respondent at the subsequent disciplinary hearing. Any term or condition of this Settlement Agreement shall not be permitted as evidence for or against the Board at any subsequent disciplinary hearing. No inferences shall be made from the Respondent's or the Board's willingness to enter into this Settlement Agreement;

5. The Settlement Agreement shall not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by the Board and signed by a member of the Board. The date of entry of an Order of the Board adopting this Settlement Agreement shall be the effective date of the Settlement Agreement;

Enforcement

1. The Respondent expressly understands any violation of the terms of this Settlement Agreement shall provide the legal basis for additional disciplinary action, and shall constitute failure to comply with an order of the Board under KRS 319.082(1)(h), and for which the Board may impose additional penalties available under law after notice and an opportunity to be heard, including judicial enforcement against the Respondent in the circuit court of venue;

2. The parties agree the Franklin Circuit Court shall be the sole forum for the adjudication in court of any disputes arising from this Settlement Agreement or its execution. The parties further agree any such disputes shall be adjudicated by application of the laws of the Commonwealth of Kentucky;

3. Notwithstanding the above, the parties agree any alleged failure of the Respondent to comply with any term or condition of this Settlement Agreement may result in a subsequent Notice of Administrative Hearing and Show Cause Order being filed by the Board

under KRS Chapters 13B and 319 stating the alleged failure to comply; the parties further agree the Board may not proceed under 201 KAR 26:130 § 2, but may proceed directly to 201 KAR 26:130 § 3 if the Board or its designee warrants the issuance of an administrative charge against the Respondent for the alleged failure to comply with any term or condition of this Settlement Agreement;

4. The Respondent agrees to pay the Board reasonable attorney's fees if the Board prevails, in whole or in part, in any such legal proceeding to enforce or to defend any aspect of this Settlement Agreement whether in an administrative hearing before the Board or in the Franklin Circuit Court;

Requirement for Cooperation

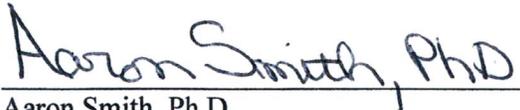
1. The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondent's compliance with the terms and conditions of this Agreement;

Complete Agreement

2. This Settlement Agreement consists of eight (8) pages, and an additional ninth (9th) 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. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement following the Respondent's execution thereof and prior to its presentation to the Board for approval. It may not be altered, amended, or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

The Respondent:



Aaron Smith, Ph.D.
The Respondent

Date October 7, 2025.

For the Board of Examiners of Psychology:



Mark R. Brengeman, Attorney at Law
Board Counsel

Date November 3, 2025, 2025.