

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
COMPLAINT NO. 2024-KBLPC-00012

KENTUCKY BOARD OF LICENSED
PROFESSIONAL COUNSELORS

COMPLAINANT

v.

CHRISTOPHER ANDREW CLAN
LICENSE NO. 272176

RESPONDENT

ORDER APPROVING AGREED ORDER

This matter comes before the Board upon the Respondent's acceptance of the offer of informal settlement pursuant to KRS 335.540(4) and 201 KAR 36:050. Section 4, as evidenced by the signed Agreed Order.

The Board HEREBY ACCEPTS AND ADOPTS the executed AGREED ORDER, and the complaint is hereby DISMISSED so long as the Respondent complies with the terms of the Agreed Order.

SO ORDERED this 20th day of December, 2024

FULL BOARD CONCURRING.

Andrea Brooks
Dr. Andrea Brooks, Chair
Kentucky Board of Licensed
Professional Counselors

12/20/2024
Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order and Order Approving Agreed Order were mailed this 2nd day of January, 2025, by electronic mail, and on the 2nd day of January, 2025, mailed by regular first-class mail and to:

Christopher Andrew Clan
1305 Bramblett Boulevard
Radcliff, Kentucky 40106
Respondent, Pro Se
chriscan90@yahoo.com

And via electronic mail to:

Sara Boswell Janes, Staff Attorney III
sara.janes@ky.gov
*Board Counsel for Kentucky Board of
Licensed Professional Counselors*

Date: *1/2/25*

By: *[Signature]*
Board Administrator



Andy Beshear
GOVERNOR
Jacqueline Coleman
LIEUTENANT GOVERNOR

PUBLIC PROTECTION CABINET
Department of Professional Licensing
Kentucky Board of Licensed Professional Counselors
P. O. Box 1360
Frankfort, KY 40602
Phone: (502) 782-8803
Fax: (502) 564-4818

Ray A. Perry
SECRETARY

December 20, 2024

Via Certified Mail, Return, Receipt Requested; Regular mail; and E-mail

Christopher Andrew Clan

Re: Complaint No. 2024-LPC-00012, Streble v. Christopher Andrew Clan

Dear Mr. Clan:

After reviewing the above-referenced complaint against you by Hope Streble and your April 6, 2024, self-report of the entry of an Interpersonal Protective Order (IPO) entered by the Hardin Family Court on March 5, ~~2024~~²⁰²⁴, your failure to report the entry of the IPO within fifteen (15) days, of a January 10, 2023 DVO, and your response; and, determining this may be a violation of the Licensed Professional Counseling Code of Ethics, KRS 335.540(1)(g), 201 KAR 36:040, Section 5. (16), (26) and (27), and in consideration of an Agreed Order wherein you agreed to a public reprimand as follows:

The Kentucky Board of Licensed Professional Counselors ("Board") hereby publicly reprimands you for your failure to timely report the entry of an IPO and for potential violations of KRS 335.540(1)(g), 201 KAR 36:040, Section 5. (16), (26) and (27).

This public reprimand will be placed in your licensure file, posted on the Board's website, and reported to the National Practitioner's Data Bank.

Sincerely,

Dr. Andrea Brooks

Board Chair

Kentucky Board of Licensed Professional Counseling

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
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COMPLAINANT

v.

**CHRISTOPHER ANDREW CLAN
LICENSE NO. 272176**

RESPONDENT

AGREED ORDER

Complainant, Kentucky Board of Licensed Professional Counselors (the "Board") and Respondent, Christopher Andrew Clan, Licensed Professional Clinical Counselor, hereby enter into this Agreed Order to resolve this administrative action according to the following terms:

DEFINITIONS

1. "Respondent" shall mean the Licensee and his successors, assigns, heirs, executors, administrators, agents, servants, employees, legal representatives, insurers and any and all other affiliated or related persons, firms, or corporations, and all persons, firms, or corporations that may have or claim an interest by or through him.
2. "Kentucky Board of Licensed Professional Counselors" or "KBLPC" shall mean the Kentucky Board of Licensed Professional Counselors and all subdivisions, members, successors, assigns, predecessors, agents, servants, employees, officers, directors, shareholders, legal representatives, insurers, subsidiaries, sister and parent entities, and all other affiliated or related persons, firms and corporations, and any and all persons, firms, or corporations who in the future, or, in the past, are or have been affiliated or related persons, firms or corporations of either entity.
3. "Administrative Action" shall mean Complaint No. 2024-LPC-00012, which is pending before the Board, and styled *Hope Streble v. Christopher Andrew Clan*.

4. The "Incident" shall mean the acts or series of acts or occurrences or series of occurrences that are the subject of the KBLPC Complaint No. 2024-LPC-00012, including specifically, but not limited to, Respondent's failure to report the entry of an Interpersonal Protective Order (IPO) entered on March 4, 2024 in Hardin Family Court in Case No. 23-D-668-001. Additionally, Respondent reported the entry of the IPO to the Board on April 6, 2024, more than fifteen (15) days after entry.

EFFECT OF THE FOREGOING

All of the foregoing provisions are a part of this Agreed Order and are not mere recitals.

JURISDICTION

Complainant and Respondent acknowledge the KBLPC has jurisdiction over the Respondent and the conduct alleged in Complaint No. 2024-LPC-00012 pursuant to Kentucky Revised Statute (KRS) Chapter 335, Chapter 13B, and their accompanying administrative regulations. Complainant and Respondent also acknowledge the KBLPC will retain jurisdiction over this matter until the Board is satisfied that Respondent has fulfilled the terms and conditions set forth herein.

INDEMNIFICATION

If after providing Respondent with notice and an opportunity to be heard, the Board finds that Respondent failed to fulfill, satisfy, or otherwise comply with any material term, duty, condition, or obligation of this Agreed Order, Respondent agrees to indemnify the Board for all costs, including but not limited to, a reasonable attorney's fee for the Board's enforcement of this Agreed Order.

VOLUNTARY WAIVER OF RIGHTS

Respondent represents and warrants that he executes this Agreed Order after having had the opportunity to obtain advice from counsel of his choice. Respondent acknowledges that at all times he has had the opportunity to obtain legal counsel of his choosing.

Respondent understands his right to contest the allegations against him in a formal hearing. He understands he has the right to:

- (a) be represented by an attorney at his own expense;
- (b) a public hearing on any charges or allegations filed;
- (c) confront and cross-examine any witnesses called to testify against him;
- (d) present evidence on his own behalf;
- (e) compulsory process to secure the attendance of such witnesses;
- (f) testify on his own behalf;
- (g) receive written findings of fact and conclusions of law supporting the decision on the merits of the allegations made against him; and
- (h) appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 335.545 and KRS Chapter 13B.

Respondent is voluntarily waiving all these rights in exchange for the Board's acceptance of this Agreed Order. Respondent makes this waiver freely and voluntarily.

Respondent recognizes that if this matter was to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. Respondent nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing.

Respondent acknowledges that the Board has made no agreement or promise of any kind whatsoever not herein expressed to him and this document contains the entire agreement between him and the Board.

COSTS

The Board and Respondent shall each bear their own costs incurred in this matter, except as provided above under "INDEMNIFICATION."

AGREEMENT

Although no specific finding of wrongdoing has been made by the Board, for the purpose of this Agreed Order, the Respondent acknowledges that the Board could find, by a preponderance of the evidence, that he engaged in conduct that violates the provisions of KRS 335.540(1)(g), 201 KAR 36:040, Section 5. (16), (26) and (27).

For the purpose of this Agreed Order, the Respondent's admits to the factual allegations stated in the Incident and acknowledges that the Board could find that he engaged in conduct that violated the provisions of KRS 335.540(1)(g), 201 KAR 36:040, Section 5. (16), (26) and (27).

The Parties hereby agree to settle this matter by informal proceedings pursuant to 201 KAR 36:050, Section 4, for the purpose of dispensing with the matter.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

The Respondent agrees to:

1. Receive a public reprimand from the Board;
2. Advise the Board of any change in the IPO status within seven (7) days; or, within seven (7) days of the issuance of any similar order of the Court; and
3. Not violate the provisions of KRS 335.500 to 335.599 or 201 KAR Chapter 36.

The Board agrees to:

4. Issue a public reprimand ; and

5. Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order so long as the Respondent complies with the terms established herein.

* * *

The Parties agree to execute all documents necessary to settle this matter.

The Respondent expressly understands, once executed, failure to comply with and complete all terms of this Agreed Order shall constitute failure to comply with an Order of the Board under KRS 335.540(1)(f) and subject the Respondent to further disciplinary action, for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreed Order to become effective upon the date of this Agreed Order, or, in the event that additional documents may need to be executed after the date of this Agreed Order, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

Each of the Parties represents and warrants to the other that it: (1) has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, (2) has all requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein; (3) the Agreed Order will constitute the valid and legally binding obligation of each Party; and (4) the Agreed Order will be enforceable against each Party in accordance with the respective terms hereof.

RELEASE OF LIABILITY

In consideration of this agreement, Respondent fully and forever releases, acquits and discharges the Commonwealth of Kentucky and the Board from any and all liability on account of any and all actions or causes of action, whether in law or in equity or otherwise, where in contract or tort, or pursuant to any statute, ordinance or regulation, whether direct or indirect, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which he ever had, now has or may have against the Commonwealth of Kentucky, or the Board arising from or related to the Incident. This Release specifically includes, but is not limited to, all claims, demands, causes of action, and matters at issue in the action or any matters that might or could have been placed at issue in the action. Without in any way limiting the generality of this paragraph, this shall be construed as a complete bar against Respondent's prosecution of any action against the Board.

SUBJECT TO ACCEPTANCE BY THE BOARD

This Agreed Order shall not become effective until the Board approves it, and the Board Chair endorses it.

Respondent understands the Board is free to accept or reject the Agreed Order, and that Board may in fact reject it. Respondent also understands that if the Board rejects the Agreed Order, the Board may conduct an administrative hearing to consider the allegations against him. If the Board rejects this Agreed Order, Respondent will not be allowed to challenge the impartiality of the Board or any of its board members. By signing this agreement, Respondent understands that he waives this right.

If the Board does not accept this agreement, it shall be null and void. Respondent and the Board agree and stipulate that the Agreed Order shall not be offered as evidence at any disciplinary hearing, and neither party shall be permitted to draw any inference from the other's willingness to enter into this agreement.

Upon approval of this Agreed Order by the Board, the Board shall dismiss complaint number 2024-LPC-00012. Any violation by the Respondent of the terms of this agreement shall be grounds for further action by the Board, including but not limited to the reopening of this complaint;

OPEN RECORDS

The Respondent acknowledges, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, Respondent understands the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's web site.

COMPLETE AGREEMENT

This Agreed Order consists of nine (9) pages and is the entire agreement between the Board and Respondent.

This agreement is a binding contract between the parties, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, withdraw, or seek to modify this Agreed Order prior to or during 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.

All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties' consent and agree to the *in personam* jurisdiction of such Court; and

This Agreed Order may not be modified except by a written agreement executed by all parties.

Cooperation with the Board

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 Agreed Order. The Respondent shall sign and file any appropriate authorizations or releases for information that may be requested by the Board or its representative member.

Effective Date

The effective date of this Agreed Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

Andrea Brooks
Chair, Kentucky Board of Licensed
for Professional Counselors
Date 12/20/2024

Have Seen, Understood, and Agree:

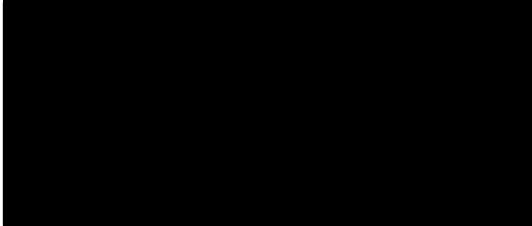
Christopher Clan, LPCC
Christopher Andrew Clan, LPCC
License No. 272176
Respondent
Date: 11/27/24

Dr. Andrea Brooks, Chair
Kentucky Board of Licensed
Professional Counselors
Date: 12/20/2024

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order was sent certified mail, return receipt requested, and electronic mail to the following:

Christopher Andrew Cian



And via electronic mail to:

Sara Boswell Janes, Staff Attorney III
sara.janes@ky.gov
*Board Counsel for Kentucky Board of
Licensed Professional Counselors*

Date: 1/2/25

By: *A. H. Hinton*
Board Administrator