

**BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS**

In the Matter of:

**Konia E. Nikas, LPC-2292, LIAC-1704,
Licensed Professional Counselor,
Licensed Independent Addiction
Counselor,
In the State of Arizona.**

**CASE NO. 2025-0049
CONSENT AGREEMENT
FOR VOLUNTARY SURRENDER**

RESPONDENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Konia E. Nikas (“Respondent”) and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board’s file pertaining to this matter.
2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not
25

1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

5 8. Respondent understands that once the Board approves and signs this Consent
6 Agreement, it is a public record that may be publicly disseminated as a formal action of the
7 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

8 The Board issues the following Findings of Fact, Conclusions of Law and Order:

9 **FINDINGS OF FACT**

10 1. Respondent is the holder of License No. LPC-2292 and LIAC-1704 for the
11 practice of counseling and addiction counseling in the State of Arizona.

12 2. From 10/20 – 07/21, Respondent provided behavioral health services to
13 Complainant.

14 3. A large focus of Complainant’s therapy was regarding marital concerns or issues
15 and setting appropriate boundaries with others.

16 4. Due to allegations that Respondent and Complainant engaged with each other
17 outside of the therapeutic setting to include texting, Board staff subpoenaed Respondent for all
18 electronic communications she had in her possession between herself and Complainant.

19 5. In response Respondent provided over 200 pages of screenshots of text
20 messages between herself and Complainant amounting to over 1,000 text message exchanges
21 from 05/01/21 – 01/06/22.

22 6. These communications included numerous concerning texts which included
23 following in part:

24 ...

25 ...

- 1 a. Respondent texts Complainant about how she likes to sext with others and
2 enjoys performing oral sex and her experiences with it, and even discusses a
3 situation where Respondent made out with a man who was a good kisser.
- 4 b. Respondent texts Complainant a video saying she was crazy on her birthday
5 then says she trusts Complainant would not blackmail her with this.
- 6 c. Respondent is thrilled they have a close relationship and would not
7 encourage Complainant to text her on weekends if otherwise, since they have
8 a very special bond.
- 9 d. Complainant is the only client Respondent texts on weekends and they are
10 connected at a deeper spiritual level.
- 11 e. Complainant can tell Respondent anything because of their connection and
12 understands Respondent is her therapist, but when Respondent is no longer
13 her therapist she will be in Complainant's life.
- 14 f. Respondent asks Complainant if she can say that she loves Complainant
15 without Complainant taking it the wrong way.
- 16 g. Respondent always wants their relationship to be authentic but she wants to
17 be careful because Complainant is healing which is Respondent's priority.
- 18 h. Throughout the texts Respondent refers to Complainant as honey, girlfriend,
19 sweetie and other inappropriate terms.
- 20 i. Respondent tells Complainant that it would not be appropriate to say she
21 loved Complainant on Agency's platform so they could say 143 as a code
22 word for I love you.
- 23 j. Respondent would love to meet in-person with Complainant, Respondent
24 would move heaven and earth to see Complainant, and they subsequently
25 coordinate a plan to meet at a Target store.

- k. Respondent provided Complainant her home mailing address.
- l. After the termination of services Complainant told Respondent she was in a bit of a grieving process letting her go as her therapist.
- m. Respondent responds that she wants Complainant to know she wants to be friends and needs Complainant as her friend.
- n. Complainant needs to cease contact with Respondent until she separates from Respondent psychologically as a mother figure and this feels like a break up.
- o. Respondent has been thinking about what a blessing it would be if Complainant was her real daughter and would like to talk about the best ways to handle the transference and counter-transference they were experiencing.
- p. After Complainant expressed that communication need to cease, Respondent texted Complainant a couple more times saying she was thinking of Complainant.
- q. Throughout these texts, Respondent texts she loves Complainant numerous times.

7. Board staff also obtained 3 voice recording Respondent sent to Complainant which included the following:

- a. A 3-minute voice recording where Respondent plays a song.
- b. A 2-minute voice recording where Respondent talks about being a crazy ass therapist and shares her excitement about her new car.
- c. A 9-minute voice recording where Respondent talks in detail about her past trauma with motherhood, a personal experience of losing children, and a past abusive relationship.

8. Respondent represented the following during Board staff's investigation:

- 1 a. Complainant asked to see a picture of Respondent's care and Respondent
2 did not feel comfortable sharing it through Agency's messaging platform and
3 it was a mutual agreement for Respondent to provide Complainant her
4 personal phone number.
- 5 b. There were indicators that Complainant showed interest in wanting a
6 friendship with Respondent.
- 7 c. Respondent regrets she did not see the transference or counter transference
8 concerns at the time.
- 9 d. There was a point when Respondent felt there was a shift from a therapeutic
10 relationship to a friendship.
- 11 e. Respondent admits it was not appropriate to engage in a friendship with
12 Complainant.
- 13 f. Respondent and Complainant scheduled the Target trip together and they
14 met in the parking, shopped for about 15 minutes together, then Respondent
15 took Complainant for a drive in her car for about 15-20 minutes.
- 16 g. Respondent hugged Complainant once when she arrived and once before
17 they left Target.
- 18 h. Respondent did not document any of the texts between her and Complainant
19 within the clinical records because the texts were an ancillary support thing in
20 Respondent's mind and did not belong on Agency platform.
- 21 i. Respondent acknowledged crossing this boundary was not appropriate and
22 has never done this with any other client.
- 23 j. Respondent is remorseful for the gross lapse of judgment.
- 24 k. If a similar situation were to occur in the future she would refer the client to
25 somebody else.

1 9. Despite Respondent now expressing remorse and taking accountability for her
2 actions, Respondent engaged in a dual relationship with Complainant which included
3 voluminous texting and meeting in a public, non-therapeutic setting.

4 10. Within Complainant's texts she also discussed informing her significant other
5 about feeling suicidal and Respondent not only does Respondent not document this within the
6 clinical or address at the next session, she failed to conduct any sort of risk assessment for
7 Complainant.

8 11. After Respondent terminated therapy services with Complainant, Complainant
9 expressed confusion and needed time to process the recent termination of therapy and
10 transition to friendship.

11 12. This clearly shows the harm caused to Complainant by Respondent crossing
12 professional boundaries and engaging in a friendship with Complainant during therapy.

13 13. It also appears Respondent was fully aware this conduct was inappropriate
14 based on her texts regarding creating a code word for I love and telling Complainant there were
15 certain things she could not say on Agency's platform.

16 14. There was no informed consent within Complainant's clinical records.

17 15. There was also no treatment plan for Complainant within the clinical records.

18 16. Complainant's progress notes failed to include the following minimum Board
19 requirements:

20 a. The time spent providing the behavioral health service

21 b. If counseling services were provided, whether the counseling was individual,
22 couples, family, or group.

23 17. Respondent represented that she does not have access to Complainant's
24 treatment plan or informed consent as it is Agency's responsibility to get those forms signed by
25 a client.

1 18. Respondent also did not have copies of these forms as she is not the custodian
2 of records.

3 19. Despite Respondent representing that she completes treatment plans with all
4 clients, Respondent represents she would not have access to them and is unable to furnish
5 them to Board staff.

6 20. Respondent has been independently licensed with the Board since 2004 and
7 works for an agency as a contracted therapist without supervision yet failed to ensure there
8 were informed consents and treatment plans in place for clients.

9 **CONCLUSIONS OF LAW**

10 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*
11 and the rules promulgated by the Board relating to Respondent's professional practice as a
12 licensed behavioral health professional.

13 2. The conduct and circumstances described in the Findings of Fact constitute a
14 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
15 the ability of the licensee to safely and competently practice the licensee's profession.

16 3. The conduct and circumstances described in the Findings of Fact constitute a
17 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
18 developed by the board, as it relates to:

19 A.A.C. R4-6-1101. Consent for Treatment

20 A.A.C. R4-6-1102. Treatment Plan

21 A.A.C. R4-6-1103. Client Record

22 4. The conduct and circumstances described in the Findings of Fact constitute a
23 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
24 behavioral health services provided to a client.

25 ...

1 5. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could
3 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.
4 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously
5 engages in both a professional and nonprofessional relationship with a client that is avoidable
6 and not incidental.

7 **ORDER**

8 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
9 the provision and penalties imposed as follows:

10 1. Respondent's licenses, LPC-2292 and LIAC-1704, shall be surrendered to the
11 Board, effective from the date of entry as signed below.

12 2. The surrender shall be considered a revocation of Respondent's license.

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14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 *Konia Nikas* Jan 2, 2025
Konia Nikas (Jan 2, 2025 13:21 MST)
16 Konia E. Nikas Date

17 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 By: *Mpli Zavala* Jan 3, 2025
19 TOBI ZAVALA, Executive Director Date
20 Arizona Board of Behavioral Health Examiners

21 **ORIGINAL** of the foregoing filed Jan 3, 2025
22 with:

23 Arizona Board of Behavioral Health Examiners
24 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

25 **EXECUTED COPY** of the foregoing sent electronically Jan 3, 2025
to:

1 Mona Baskin
2 Assistant Attorney General
3 2005 North Central Avenue
4 Phoenix, AZ 85004

5 Konia E. Nikas
6 Address of Record
7 Respondent

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