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# MCO Counselor Employment Agreement

#### **NOTICE OF RESTRICTIVE COVENANT AGREEMENT**

Your employment with the Company is contingent upon your acceptance and continued compliance with the enclosed EMPLOYMENT AGREEMENT. By signing this offer letter and accepting employment with the Company, you acknowledge that you have received notice that the enclosed EMPLOYMENT AGREEMENT contains restrictive covenants as defined by section 8-2-113, C.R.S., that could restrict your options for subsequent employment following your separation from the Company. Sections 4.9. and 4.10. of the attached Agreement contain restrictive covenants in the form of reasonable confidentiality provisions (Section 4.9.), a covenant not to solicit customers (Section 4.10.1.), and a covenant not to compete (Section 4.10.3.). You further acknowledge that you are receiving this notice prior to accepting employment, and that you have been given an opportunity to review the EMPLOYMENT AGREEMENT, have read the Agreement in its entirety, fully understand what it means, and enter into it knowingly and voluntarily, of your own free will, without force, threats, or other means of intimidation. If you require this notice in a language other than English, please notify Josh Spurlock, Founder & CEO, Josh.Spurlock@MyCounselor.Online immediately.

**Employee:** 

By:, Employee



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#### **EMPLOYMENT AGREEMENT**

Paraclete Ministry Group, LLC

Name of the Agreement: EMPLOYMENT AGREEMENT

**Effective Date: As of** 

**Parties:** 

Company: Paraclete Ministry Group, LLC, a Missouri Limited Liability Company

**Employee:** 

**Position: Christian Counselor** 

**Contracted Direct Client Care Hours:** 

#### **RECITALS**

#### Background

- 1. Company is engaged in the business of providing clinically informed faith-based counseling services to the general public;
- 2. Employee has education, training and/or work experience that is valuable to Company;
- 3. Company desires to utilize the education, training and/or work experience of Employee in Company's business;
- 4. Employee desires to be trained in Confidential Business Information (as defined in DEFINITIONS) utilized by Company resulting in Company's success in highly competitive markets;
- 5. Company will grant access to and train Employee in Confidential Business Information (as defined in DEFINITIONS) and trade secrets, and Company will invest significant resources promoting Employee's professional presence in Company's Practice Markets (as defined in DEFINITIONS) representing a significant investment by Company and a legitimate business interest that Company wants to protect;
- 6. Company will utilize the services of Employee in Company's business only if Employee enters into this Agreement.

**ACCORDINGLY**, Company and Employee agree as follows:

## **DEFINITIONS**

"Agreement" means this Employment Agreement and all Schedules, Exhibits, and amendments, as each is amended from time to time.

"Confidential Business Information" means any and all non-public proprietary information of the Company, or a third party, and it includes but is not limited to any "trade secrets" as that term is defined in the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1839. By way of illustration, but not limitation, "Confidential Business Information" includes non-public information, or public information compiled in a manner that provides an advantage to the Company or a third party, including without limitation: (a) information about the Company's assets; (b) information about the specific methodologies and training utilized by Company; (c) information regarding the Company's various insights, techniques, and approaches to clients, referral sources, and short- and long-term marketing plans vital to the Company's success; (d) the names and addresses of employees, existing or prospective clients, and business associates or affiliates; (e) information regarding existing or prospective clients, including private contact



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information, payment methods or histories, treatment histories, diagnoses, or treatment plans, or other information learned only as a result of Employee's treatment or contact with existing or prospective clients on behalf of the Company; (f) the details or provisions of any written or oral contracts, understandings or dealings between the Company and any third party; (g) the details or contents of any training manual, policy or procedures manual, form, technique, method or procedure not generally used or known by competitors of the Company; (h) the details of any statistical or financial data concerning the Company's business or the business of any third parties with whom the Company may have contracts, understandings or dealings; (i) any personal financial information concerning managers or owners of the Company; (j) general business matters relating to marketing, costs, profits and pricing methods; and/or (k) any other business matters not generally known outside of the Company. Notwithstanding the foregoing, Confidential Business Information does not include (a) information which is generally known in the trade or industry, or readily ascertainable to the public, which is not gained as a result of a breach of this Agreement, (b) Employee's own skill, knowledge, know-how, and experience, whether gained on the job or otherwise, separate from the Company-specific training provided to Employee; or (c) information that Employee may have a right to disclose as legally protected conduct under federal or state law.

"**Effective Date"** means the date the agreement is effective as stated in the preamble, regardless of the actual date on which the parties execute the agreement.

**"Practice Markets"** means a 25 mile radius surrounding office locations and Employee's residence for counseling services provided online from the Employee's residence.

**"Work"** means the Employee's performance of the Employee's duties as defined in an Exhibit identified as **"Position Description"** incorporated herein by reference, as amended from time to time.

"Term" has the meaning specified in Section 1.4.

#### **SECTION 1**

#### Performance and Consideration

- 1. Subject to the provisions of this Agreement, the Company shall hire the Employee, and the Employee shall Work for the Company for the Term.
- 2. Employee understands that Employee's work location where Employee will perform remote work must be in the same state as the office to which Employee reports other than required business travel, unless a different state is identified immediately below. The full address of Employee's authorized work location is:

Employee understands that, when Employee works remotely, Employee is authorized to work only at the above location unless specifically authorized by the Company to work while traveling and then only to the extent authorized. *Employee agrees that Employee will not change Employee's remote work location without prior approval by the Company.* If Employee wants to relocate, Employee will alert Employee's supervisor to request a change to Employee's remote work location. *If Employee changes Employee's remote work location without prior approval, Employee may be asked to immediately return to working from the location listed above, or otherwise subject to disciplinary action and/or termination for violation of this Agreement under Section 4.4. below.* 

- 1. Company has established guidelines for compensation and benefits, which has been set forth in an Exhibit identified as **"Compensation and Benefits Schedule"** incorporated herein by reference, and Company shall pay Employee as set forth in the "Compensation and Benefits Schedule", as amended from time to time.
- 2. This Agreement's term begins on the Effective Date and continues for a period of twelve (12) months. It automatically renews for successive one-year terms, unless either party exercises its option to terminate this Agreement. Any or all successive one-year terms will be subject to the terms of this Agreement unless the Parties agree in writing to different or additional terms before the commencement of a successive one-year renewal. (The initial one-year period and each successive one-year renewal, a "Term.")

## **SECTION 2**



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#### Representations and Warranties

## **Employee represents and warrants to Company the following as of the date of this Agreement:**

- 1. **Authority to Contract.** Employee is authorized to enter into and perform its obligations under this agreement "Authority to Contract".
- 2. **Ability to Perform.** Employee possesses the abilities, skills, and professional competencies necessary to perform the Work.
- 3. Absence of Conflict. The execution of this Agreement and the performance of the obligations of the Employee hereunder will not breach or be in conflict with any other agreement to which the Employee is a party or is bound and that Employee is not now subject to any covenants against competition or similar covenants that would affect the performance of the Employee hereunder. Employee further represents that Employee has not retained any confidential, proprietary, or trade secret information from any prior employer.

## **Employee warrants to Company as follows:**

1. Employee will maintain at all times, the Authority to Contract, the Ability to Perform, the Absence of Conflict, and the Conditions for Employment, as defined in Section 2 for the duration of the Agreement, including in the event of change in Employee's position with the Company.

#### **SECTION 3**

#### Covenants and Rights

- 1. **Best Efforts.** Employee shall put forth Employee's best efforts to perform the Work. Employee shall not engage in any activity or business enterprise with similarity to Employee's Work for Company, regardless of whether for pay or volunteer, without written consent of Company.
- 2. **Performance Standards.** Employee shall perform services for Company in accordance with the standards of practice set forth in an Exhibit identified as **"Standards of Practice"** and **"Code of Ethics"** incorporated herein by reference, as amended from time to time.
- 3. **Indemnification.** To the extent permitted by law, Employee agrees to indemnify Company for any damage, injury, or loss which Company may suffer through Employee's breach of this Agreement.
- 4. **Change of Position Title or Description.** Company may, at its sole discretion, change the position title and/or Position Description of Employee, whenever is necessary or beneficial to Company, consistent with applicable federal, state, and local law.
- 5. **Assignment of Clients.** Company shall, at its sole discretion, assign established or incoming clients to such counselor(s) as Company deems to be in the best interest of such clients. Clients and prospective clients, including all information related to contact information and treatment of Clients, as well as prospective clients who contact Company through the Company website, telephone number, or any email address, telephone number, or other contact information provided to Employee by Company, shall remain the sole and exclusive property of Company to the fullest extent of the law consistent with Sections 4.9. and 4.10. below.
- 6. **Contractual Authority.** Employee shall have no authority to bind Company to any contractual obligations.
- 7. **Practice Building.** Employee shall participate in Practice Building Activities for the purpose of acquiring new clients and partnerships with referring organizations. Practice Building Activities shall include, but not be limited to, quarterly article publishing, therapy-related video interviews, and requesting reviews.
- 8. **Accounting.** Accounting shall be the responsibility of Company, however, Employee shall be required to gather certain financial information from clients from time to time to update records for their clients and assist accounting in collections if necessary.
- 9. **Compensation.** Employee will be provided with reports accounting for their commission and other payments. Employee is responsible to review said reports to confirm they accurately reflect the work they have completed for the given period and their compensation formula. In the event there are errors Employee shall notify accounting within 30 days so the error can be corrected.

#### **SECTION 4**

Termination and Damages



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1. **Option to Terminate with Ninety-Day Notice.** To exercise its option to terminate this Agreement, a party must deliver a written notice of termination or a written request for a proposed change to the other party that is received no later than ninety (90) days before the date of termination. Employee remains subject to all terms of this Agreement during the term of such notice period, including without limitation the obligations in Sections 3.1 and 3.5 above, as well as Sections 4.9 and 4.10 below.

- 1.1. Employee understands and agrees that termination of this Agreement prior to the expiration of the ninety (90) day notice period will cause significant harm to Company and Company's relationship with its clients. In lieu of providing ninety (90) day notice, Employee may instead choose to terminate the Agreement immediately and pay the liquidated damages in Section 4.16. to compensate Company for its anticipated losses during the ninety (90) day notice period. Neither any breach of this Section 4.1., nor the payment of liquidated damages, shall affect the continuing validity or enforceability of this Agreement.
- 1.2. If Employee has complied with all Employee's obligations to the Company during the Term of this Agreement and through Employee's final day with the Company, and has either provided notice ninety (90) days before the date of termination and performed all of Employee's duties through the date of termination, or has paid the liquidated damages in Section 4.16 in lieu of notice as provided in this Section 4.1., the Company waives its right to enforce the non-competition restrictions in Section 10.3 of this Agreement.
  - 1. **Option to Terminate at End of Term.** To exercise its option to terminate this Agreement at the end of the Term, a party must deliver a written notice of termination or a written request for a proposed change to the other party that is received no later than ninety (90) days before the last day of the then-existing Term. Employee remains subject to all terms of this Agreement during the term of such notice period, including without limitation the obligations in Sections 3.1 and 3.5 above, as well as Sections 4.9 and 4.10 below.
- 2.1. If a written notice of termination is tendered by either party to the other, this Agreement shall terminate upon completion of the then-current Term, subject to the terms of Section 1. above.
- 2.2. If a written proposal for change is submitted by either party ninety (90) days prior to the end of the term, the other party shall respond in writing not less than thirty (30) days after receipt of said proposed change, either accepting the proposal, rejecting the proposal, or making a counterproposal. If time runs out on the then-current term at a time when the parties have not agreed upon changes in terms, this Agreement shall terminate on the last day of the current term and shall not renew.
  - 1. **Termination for Good Reason.** Employee may terminate this Agreement for good reason if, at any time during the Term hereof, any of the following should occur:
- 3.1. The Employee becomes mentally or physically incapacitated and is unable to fulfill Employee's duties for a period of more than twelve (12) consecutive weeks.
- 3.2. Employee's family member becomes incapacitated requiring Employee's ongoing care to a degree it severely inhibits Employee's ability to fulfill Employee's duties for a period of more than twelve (12) consecutive weeks.
  - 1. **Grounds for Termination.** Company may, at its sole and exclusive discretion, terminate this Agreement for cause if, at any time during the Term hereof, any of the following should occur:
- 4.1. Employee forfeits or otherwise loses his/her license to practice.
- 4.2. Employee breaches any obligations required hereunder.
- 4.3. Employee attempts to wrongfully terminate Agreement.
- 4.4. Employee's actions or statements cause harm or loss of reputation to the Company; however, nothing in this provision is intended to prohibit an employee from disclosing in good faith unlawful acts in the workplace, including but not limited to violations of the law or illegal harassment.
- 4.5. Employee fails to adequately perform the Work as determined by the Company in its sole and exclusive discretion.

Should the Company terminate this Agreement under this Section 4.4, the Company retains the sole and



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exclusive right to immediately remove Employee from its premises and pay to Employee the compensation that Employee would have been paid during the remainder of the period. Employee agrees that Employee shall be entitled only to earned but unpaid salary, if any; approved expense reimbursements, if any; and any other payments or amounts as may be required by applicable federal or state employment laws.

- 1. **Automatic Termination.** This Agreement shall be automatically terminated if, at any time during the Term hereof, any of the following should occur:
- 5.1. Company terminates operation for any reason.
- 5.2. The death of Employee.
  - 1. **Payments Following Termination.** Payments earned by the Employee and received by the Company while Employee is not in breach of this Agreement shall be paid to Employee as scheduled or promptly after the end of the Term, despite the fact that the Agreement has been terminated.
  - 2. **Works for Hire.** All writings, inventions, or creations of Employee related to Employee's Work, alone or jointly with others, shall be considered works for hire and remain the intellectual property of Company following termination of this Agreement and Company shall have the sole right to said works for hire pursuant to the United States Copyright Act (17 U.S.C. § 101).
  - 3. Return of Company's Property. Upon termination of this Agreement for any reason, including a non-renewal the-then current Term, Employee will return all information and property that Employee received from the Company, or that Employee received on behalf of the Company, or that Employee created while working for the Company, which relates to the Company's business (other than documents regarding Employee's individual compensation, such as pay stubs and benefit plan information). This requirement pertains to all information that is in Employee's possession, custody, or control, and includes both paper documents and electronically stored information, which must be returned in all forms in which it exists, without alteration or deletion. By way of example only, the information and property Employee must return includes the Company's confidential client charts and information, Confidential Business Information including data, programs, and records in whatever form and however preserved, whether digital or otherwise, computer equipment, passwords, access to company computers, software and programs, keys to the premises, and any and all other property of the Company.
  - 4. **Non-Disclosure.** Employee recognizes and acknowledges that Employee will, of a necessity, have access to private and confidential information concerning Company's clients which has been entrusted to Company for diagnosis and treatment purposes. Accordingly, Employee agrees that Employee will never disclose, use, lecture upon, publish or retain following the termination of this Agreement the identity of any of Company's current or prospective clients, or any of the private and confidential information of such clients.
- 9.1. Employee further recognizes and acknowledges that Employee will, of a necessity, have access to private and Confidential Business Information to which Employee would not have access but for his employment Agreement with Company. Employee agrees that such business information which is confidential, valuable, special, and unique to Company's business and, for the purposes of this Agreement, constitutes Company's trade secrets. Accordingly, Employee agrees that Employee will never disclose, use, lecture upon, publish or retain following the termination of this Agreement such Confidential Business Information.
- 9.2. In the event of a breach or threatened breach of the provisions of this Section 4.9 by Employee, Company is entitled to an injunctive relief restraining and enjoining Employee from such conduct. The availability of injunctive relief shall in no manner limit or prohibit Company from pursuing any other remedies available to Company for such breach or threatened breach, including recovery of damages from Employee.
- 9.3. Nothing in this Agreement shall prohibit Employee or other employees from exercising the rights protected by the National Labor Relations Act (NLRA) or similar state laws, or any other federal or state law regarding the disclosure of unlawful conduct.
  - Non-Solicitation and Non-Compete. Employee recognizes and acknowledges Company will grant
    access to and train Employee in Company's trade secrets and Confidential Business Information, and
    Company will invest significant resources promoting Employee's professional presence in Company's
    Practice Markets representing a significant investment by Company and a legitimate business interest



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that Company wants to protect. Accordingly, to the extent permitted by law, Employee acknowledges and agrees that the restrictive covenants set forth below are necessary to protect the Company's Confidential Business Information and/or trade secrets, or other protectable interests the Company may have. In order to protect the Company's Confidential Business Information and/or trade secrets, and other protectable interests the Company may have, Employee agrees during the Term of this Agreement and for one (1) year immediately following the termination of this Agreement, except as provided by mutual agreement of the parties:

- 10.1. Employee shall not solicit or service for Employee's benefit, or for the benefit of any other person or entity, any of Company's clients or prospective clients for whom Employee received or had access to trade secrets and/or Confidential Business Information, or with whom Employee had contact during the two years preceding the termination of this Agreement.
- 10.2. Employee shall not solicit anyone who is at that time employed by the Company with whom Employee interacted or about whom Employee received trade secrets or Confidential Business Information, or had been employed by the Company for any period of time during the previous six (6) months.
- 10.3. Employee shall not, directly or indirectly, engage in any business or activity similar to Work done for Company hereunder, for Employee's benefit or for the benefit of any entity or person, either individually or in any other individual or representative capacity, including, without limitation, as employee, consultant, agent, stockholder, owner, director, partner, principal or member of any other agency, entity, or person anywhere within any Practice Markets of Company, unless the Company expressly and in its sole and exclusive discretion waives in writing Employee's compliance with this provision. Nothing contained herein shall be construed to prevent Employee from investing in the stock of any corporation listed on a national securities exchange or traded in the over-the-counter market so long as Employee is not involved in the day to day business of such corporation and Employee does not own more than five percent (5%) of the stock of such corporation.
- 10.4. These provisions in this Section 4.10. will apply regardless of the reasons for the termination of this Agreement, and will apply even if Employee is not entitled to any salary continuation or severance when this Agreement is terminated.
- 10.5. If Employee moves to or provides services in the states listed in "State-Specific Modifications to Section 4." then this Section 4.10 will be modified consistent with the "State-Specific Modifications to Section 4."
- 10.6. Because Employee's services are personal and unique, and because Employee will have access to and become acquainted with the trade secrets and/or Confidential Business Information of the Company, a breach or threatened breach of the provisions of this Section 4.10. by Employee will entitle the Company to an injunction restraining Employee from any such conduct. The availability of injunctive relief shall in no manner limit or prohibit Company from pursuing any other remedies available to Company for such a breach or threatened breach, including the recovery of damages from Employee.
- 10.7. Company shall be entitled to, and Employee shall grant access to, at Company's request, during regular business hours, any and all financial records documenting receipts believed by Company to be in breach of the provisions of this Section.
- 10.8. If any of the restrictions on competitive or other activities contained in this provision shall for any reason be held by a court of competent jurisdiction to be excessively broad as to duration, geographic scope, activity, or subject, such restrictions shall be construed so as thereafter to be limited or reduced to be enforceable to the extent compatible with the applicable law; it being understood and agreed that by execution of this Agreement, (a) the parties agree that such restrictions are reasonable and compatible with their respective rights and (b) the Employee acknowledges and agrees that the restrictions will not prevent Employee from obtaining gainful employment subsequent to the termination of employment.
  - 1. **Protected Entities.** Sections 4.9 (regarding confidentiality) and 4.10 (regarding non-solicitation and non-compete) shall apply to Employee in regard to Company and all entities related to Company by shared ownership or governance.
  - 2. **Defend Trade Secrets Act Notification.** Nothing in this Agreement prohibits Employee from reporting an event that Employee reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency, or from cooperating in an investigation conducted by such a



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government agency. This may include disclosure of trade secrets within the limitations permitted by the Defend Trade Secrets Act of 2016 ("DTSA"). Employee is notified that under the DTSA, no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act of 1996, as amended) that is: (A) made *in confidence toa* Federal, State, or local government official, either directly or indirectly, or to an attorney, and made *solely for the purpose of reporting or investigating a suspected violation of law*; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made *under seal* so that it is not made public. Employee is also notified that an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret except as permitted by court order.

- 3. **Notification of New Employer.** Employee consents to the notification of any future employer of Employee of Employee's rights and obligations under this Agreement.
- 4. **Disclosure of New Employment.** Employee shall notify the Company of any new consulting or employment Employee obtains within one (1) year of the termination of this Agreement. Employee shall provide the Company with sufficient information about Employee's duties and responsibilities to allow the Company to determine Employee's compliance with the terms of any post-employment obligations Employee owes to the Company. If Employee's duties or responsibilities at Employee's new employer, or any subsequent employer, change during the one (1) year period following the termination of Employee's employment, Employee will provide the Company with updated information sufficient to allow the Company to determine Employee's compliance with any post-employment obligations Employee owes to the Company.
- 5. **Time-Limited Provisions.** If Employee fails to comply with any provision of this Agreement that is time-limited, the applicable time restriction will be extended by one day for each day Employee has failed to comply with the provision, up to a maximum of twelve (12) months.
- 6. **Liquidated Damages**. If employee breaches any of the provisions of Section 4.9. (regarding confidentiality) and Section 4.10. (regarding non-solicitation and non-compete), Employee acknowledges that any violation of these provisions shall constitute a material breach of this Agreement. Employee further acknowledges and agrees that the time and expenses involved in proving in any forum the actual damage or loss suffered by the Company if there is a breach of these provisions makes any such breach appropriately subject to liquidated damages. Accordingly, instead of requiring any proof of damages or losses, Employee agrees that as liquidated damages for any single incident of breach of this Section 4.9. (regarding confidentiality) and Section 4.10. (regarding nonsolicitation and non-compete), and not a penalty, Employee shall pay to the Company the sum of Eighteen Thousand Dollars (\$18,000.00) per breach, in addition to any other remedies available, including injunctive or monetary relief. This \$18,000.00 reflects a reasonable estimate of loss to the Company for disruption or usurpation of client relationships, and the amount expended in and value of training provided to Employee, and shall be payable after a finding by a court of competent jurisdiction that Employee breached these provisions. This liquidated damages provision shall not be interpreted so as to require multiple payments if there is only one breach by Employee. Neither any breach of this Section 4.16., nor the payment of liquidated damages, shall affect the continuing validity or enforceability of this Agreement.

#### **SECTION 5**

## General Provisions

- 1. **Limitation to Claims.** To the extent permitted by law, Employee agrees that any action or suit against Company arising out of any employment or termination of employment, including but not limited to claims arising under the State or Federal civil rights statutes, must be brought within one (1) year of the event giving rise to the claim or be forever barred. Employee waives any statute of limitations to the contrary.
- 2. **Applicable Law and Consent to Jurisdiction.** Any disputes arising hereunder shall be governed by the laws of the state in which Employee last lived and worked. The parties agree to submit to the sole and exclusive jurisdiction and venue of the state and federal courts in the locality in which Employee last lived and worked of any and all disputes arising under this Agreement.
- 3. **Integration & Merger.** This agreement contains the entire agreement among the parties concerning its subject matter, and it replaces all prior agreements among them, whether written or oral, concerning this subject matter. Employee acknowledges receipt of all compensation and benefits due under any



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prior agreement or for any work prior to the execution of this agreement.

- 4. **Amendments.** Company may amend this Agreement from time to time. This agreement shall only be modified by a written amendment signed by an authorized officer of Company, and may not be modified by email or other written communication.
- 5. **Ongoing Obligations.** Upon the expiration or termination of this Agreement, the obligations of the parties to each other shall come to an end, except that the provisions of Section 4.9. (regarding confidentiality) and Section 4.10. (regarding non-solicitation and non-compete) shall survive.
- 6. **Change of Ownership.** This Agreement remains in force in the event Company has a change in ownership.
- 7. **Non-Assignable.** This Agreement is personal to Employee and Employee may not assign or delegate any of the Employee's rights or obligations hereunder. This Agreement shall inure to the benefit of Company, its successors, and assigns.
- 8. **Performance.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms or conditions, but the same shall continue and remain in full force and effects as if no such forbearance or waiver had occurred.
- 9. **Effect of Partial Invalidity.** The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 10. **Section Headings.** The titles on the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of, the provision of this Agreement.
- 11. **Notice.** Any notice provided for or required by this Agreement shall be hand-delivered to the person to whom such notice is addressed, or mailed to such person by registered mail, return receipt requested, addressed to Company at the following address:

149 Shiloh Rd STE 9

Billings, MT 59106

And Employee at the following:

- 1. Cost and Expenses Related to Enforcement of Agreement. Employee and Company agree that, in the event either party brings a suit at law or in equity to enforce this Agreement, or for any claim of breach or threatened breach from which the party later retreats or ceases the conduct out of which the suit arose, including the non-solicitation or non-compete provisions of this Agreement, the prevailing party shall be entitled to reimbursement of all attorney's fees, court costs, and suit monies expended in the enforcing said Agreement or for any claim of breach or threatened breach even if the alleged breaching party retreats or ceases the conduct out of which the suit arose.
- 2. **Photo/Video Release.** Employee grants permission to Company and its agents and employees the irrevocable and unrestricted right to reproduce photographs, artwork, and/or video images taken or provided to the Company of Employee, or members of Employee's family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. Employee hereby releases Company and its legal representatives for all claims and liability relating to said images or video. Furthermore, Employee grants permission to use Employee's statements that were given during an interview or presentation, with or without Employee's name, for the purpose of advertising and publicity without restriction. Employee waives any right to any compensation.
- 3. **Schedule and Attendance.** Employee understands that his or her exact schedule is dependent on the needs of the practice and office availability. MCO Residents are required to be available for counseling sessions a minimum of 28 hours per week, and Certified and Advanced Practice counselors are required to be available for counseling sessions a minimum of 16 hours per week. While Employees must maintain the minimum hours per week above, Employees may request a reduction in the number of



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hours once per Term. Attendance and active participation, with video on, in the weekly team meeting is mandatory (Wednesdays, 11:00 am to 12:45 pm CT). Schedules must be approved by clinical supervisors.

**To evidence the parties' agreement** to this Employment Agreement's provisions, the parties have executed as of the "effective date" set forth in the preamble.

**Company: Paraclete Ministry Group, LLC** 

By: Josh Spurlock, Managing Member

EMPLOYEE ACKNOWLEDGES HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, AND HAS BEEN GIVEN THE OPPORTUNITY TO CONFER WITH LEGAL COUNSEL PRIOR TO SIGNING.

**Employee:** 

By:, Employee

#### **EXHIBITS**

- State-Specific Modifications to Section 4 (see below)
- Compensation and Benefits Schedule
- Standards of Practice
- Code of Ethics
- Position Description
- Statement of Faith



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### **EXHIBIT: STATE-SPECIFIC MODIFICATIONS TO SECTION 4**

The following provisions are not intended to and shall not limit the scope and effect of any choice of law or other provisions of the Agreement except as required by law to support the enforceability of the Agreement.

## Alabama:

If Employee resides in Alabama and it is found that Alabama law applies to this Agreement or any dispute arising from this Agreement, then the following applies to Employee:

- (i) Section 4.10.2. is rewritten as follows: "While employed and for a period of twelve (12) months from the date of the termination of the Agreement (regardless of which party ends the Agreement or why it ends), Employee will not participate in soliciting any Covered Employee of the Company that is in a Sensitive Position, as that term is defined herein, to leave the employment of the Company on behalf of (or for the benefit of) a person or entity in competing with the Company nor will Employee knowingly assist such person or entity in efforts to hire a Covered Employee away from the Company. As used in this paragraph, an employee is a "Covered Employee" if the employee is someone with whom Employee worked, as to whom Employee had supervisory responsibilities, or regarding which Employee received Confidential Information in the eighteen (18) months prior to the termination of the Agreement. An employee in a "Sensitive Position" refers to an employee of the Company who is uniquely essential to the management, organization, or service of the business;
- (ii) Section 4.10.3. is limited to the period of Employee's employment and for a period of twelve (12) months from the date of the termination of the Agreement (regardless of which party ends the Agreement or why it ends).

## Arizona:

If Employee resides in Arizona and it is found that Arizona law applies to this Agreement or any dispute arising from this Agreement, then the restrictions in Section 4.10.3. shall be limited to the State of Arizona.

## California:

If Employee reside in California and it is found that California law applies to this Agreement or any dispute arising from this Agreement, then the following applies to Employee:

- Employee is being provided the following notice pursuant to California Labor Code § 2780: Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer.
- Section 4.10.1, 4.10.2., and 4.10.3. shall not apply after Employee's employment with the Company ends. However, any conduct relating to the solicitation of the Company's customers, clients, or employees that involves the misappropriation of the Company's trade secret information, such as its protected client information, will remain prohibited conduct at all times, and nothing in this Agreement shall be construed to limit or eliminate any rights or remedies the Company would have against Employee under trade secret law, unfair competition law, or other laws applicable in California absent this Agreement.
- In addition to the other forms of protected conduct, nothing in the Agreement shall be construed prohibit Employee from disclosing information about unlawful acts in the workplace, such as harassment, discrimination, or any other conduct that Employee have reason to believe is unlawful.

## Colorado:



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If Employee resides in Colorado and it is found that Colorado law applies to this Agreement or any dispute arising from this Agreement, then:

- (i) Employee represents that Employee reasonably expects to earn an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers, \$101,250 (or the earnings threshold in effect as adjusted annually after August 10, 2022, by the Colorado Division of Labor Standards and Statistics in the Department of Labor and Employment) ("Earnings Threshold"). If, at the time Employee signs this Agreement, Employee's reasonably anticipated annualized cash compensation does not meet the Earnings Threshold, then the non-competition obligations in Section 4.10.3. shall not apply. If, at the time Employee signs this Agreement, Employee's reasonably anticipated annualized cash compensation does not meet 60% of the Earnings Threshold, then the obligations in Section 4.10.1. shall not apply. Employee acknowledges receipt of the notice referenced in Section (iii) below.
- (ii) Employee stipulates that the non-solicitation obligations in Section 4.10.1. and the non-competition obligations in Section 4.10.3. are no broader than reasonably necessary to protect the Company's legitimate interest in protecting the Company's trade secrets within the meaning of section 8-2-113(2)(d) (the "Colorado Noncompete Act").
- (iii) Employee acknowledges that Section 4.9., Section 4.10.1., and Section 4.10.3. of this Agreement contain restrictive covenants that could restrict Employee's options for subsequent employment following termination of the Agreement. Employee acknowledges that Employee has received notice of the Agreement and its terms (including the Exhibit) before Employee accepted an offer of employment, or, if a current employee at the time Employee enters into this Agreement, at least fourteen (14) days before the earlier of the effective date of the Agreement or the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenant not to compete. Employee acknowledges that Employee was provided this notice in the language in which Employee communicate with the Company about Employee's performance, and Employee's signature above acknowledges this notice.

#### <u>Hawaii</u>:

If Employee resides in Hawaii and it is found that Hawaiian law applies to this Agreement or any dispute arising from this Agreement, then Section 4.10. shall not apply after Employee's employment with the Company ends. Employee further agree that Employee shall not use any trade secrets of the Company for the purpose of competing with the Company or to permit any future employer of mine to compete with the Company for the duration of employment and for a period of twelve (12) months thereafter. Employee agree that this covenant does not impose any undue hardship upon Employee. Employee further understands and agrees that Employee is subject to all restrictions against misappropriation of trade secrets provided by State and Federal Law, including without limitation 18 U.S.C. § 1836.

## <u>Idaho</u>:

If Employee resides in Idaho and it is found that Idaho law applies to this Agreement or any dispute arising from this Agreement, then Employee's obligations under Section 4.10. are limited to the period during which Employee am employed and for a period of twelve (12) months following the termination of Employee's Agreement (regardless of which party ends the Agreement or why it ends).

## Illinois:

If Employee reside in Illinois at the time this Agreement is entered into and it is found that Illinois law applies to this Agreement or any dispute arising from this Agreement, then the following applies to Employee:

(i) The restrictions of Section 4.10 shall only apply to Employee to the extent that Employee is employed for two or more years by the Company and/or receives compensation from the Company for two or more years following execution of this Agreement. To the extent Employee's Agreement with the Company is terminated less than two years following execution of this Agreement, Employee agrees that Employee shall afford the Company the opportunity to provide Employee with reasonable monetary payment, in an amount to be determined prior to or at the time of termination of Employee's Agreement with the Company in exchange for Employee's agreement to the restrictions set forth in Section 4.10. of the Agreement. Employee understands that reasonable consideration shall not exceed the amount that Employee received as salary or income from the Company in the twelve (12) months prior to Employee's termination. The Company shall also have the right, at its sole discretion, not to provide additional monetary consideration and in such circumstances, if



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Employee's Agreement with the Company ends within two years of execution of this Agreement, then Section 4.10.1. and Section 4.10.3. shall not apply to Employee post-termination of the Agreement.

- (ii) Employee has at least fourteen (14) calendar days to review this Agreement, although Employee may choose voluntarily to sign the Agreement before the end of the 14-day period;
- (iii) Employee is advised to consult with an attorney before signing the Agreement; and
- (iv) the non-solicitation obligations in Section 4.10.1. and 4.10.2. shall not apply if Employee earn equal or less than \$45,000 annually ("**Earnings Threshold**") (with the Earnings Threshold increasing by \$2,500 every five years from January 1, 2027 through January 1, 2037). Employee further agree that if, at the time Employee sign the Agreement, Employee's earnings do not meet the Earnings Threshold, then the non-solicitation obligations in Section 7(b) will automatically become enforceable against Employee if and when Employee begin earning an amount equal to or greater than the Earnings Threshold.
- (v) the non-competition obligations in Section 4.10.3. shall not apply if Employee earns equal or less than \$75,000 annually ("**Earnings Threshold**") (with the Earnings Threshold increasing by \$5,000 every five years from January 1, 2027 through January 1, 2037). Employee further agree that if, at the time Employee sign the Agreement, Employee's earnings do not meet the Earnings Threshold, then the non-competition obligations in Section 4.10.3. will automatically become enforceable against Employee if and when Employee begin earning an amount equal to or greater than the Earnings Threshold.

#### <u>Indiana</u>:

If Employee reside in Indiana and it is found that Indiana law applies to this Agreement or any dispute arising from this Agreement, then the following applies to me: Section 4.10.2. shall be modified to be further limited to those employees with access to the Company's Confidential Information.

#### Louisiana:

If Employee resides in Louisiana and it is found that Louisiana law applies to this Agreement or any dispute arising from this Agreement, then: the restrictions in Section 4.10.3. are limited to the parishes in Louisiana in which the Company operates or has employees, and counties outside Louisiana in which the Company operates or has employees.

## Maine:

If Employee resides in Maine and it is found that Maine law applies to this Agreement or any dispute arising from this Agreement, then: (a) Employee acknowledges, if Employee is being initially hired by the Company, that Employee was notified a noncompete agreement would be required prior to their receiving a formal offer of employment from the Company and Employee received a copy of the Agreement at least three (3) business days before they were required to sign the Agreement; (b) Section 4.10.3. will not take effect (to restrict Employee post-employment) until one year of employment or a period of six months from the date the agreement is signed, whichever is later; and (c) Section 4.10.3. shall not apply if Employee earns at or below 400% of the federal poverty level.

## <u>Maryland</u>:

If Employee resides in Maryland and it is found that Maryland law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10.3. shall not apply if Employee earns equal to or less than \$15.00 per hour or \$31,200 annually. However, Employee will have an obligation not to take and use for a competing business a client list or other proprietary client-related information irrespective of what Employee earns.

## Nebraska:

If Employee resides in Nebraska and it is found that Nebraska law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10.1. is modified so that it means any persons, customers, or clients with whom the Company did business and Employee had personal business-related contact during the eighteen (18) months prior to termination of the Agreement.

## <u>Nevada</u>:



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If Employee resides in Nevada and it is found that Nevada law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10.1. and Section 4.10.3. do not preclude Employee from providing services to any former client or customer of the Company if: (a) Employee did not solicit the former customer or client; (b) the customer or client voluntarily chose to leave and seek services from Employee; and (c) Employee is otherwise complying with the limitations in this Agreement as to time and scope of activity to be restrained and the former customer or client seeks Employee's services without any contact instigated by Employee. The noncompete obligations in Section 4.10.3. will not become effective until Employee has either been employed by the Company for sixty (60) days or received \$5,000 in wages from the Company. Further, if Employee is paid solely on an hourly wage basis (exclusive of tips and gratuities), the noncompete in Section 4.10.3. shall not apply. If Employee's employment with the Company is terminated as a result of a reduction in force, reorganization or similar restructuring of the Company, the noncompete covenant will only be enforceable during the period in which the Company is paying Employee's salary, benefits, or equivalent compensation, including without limitation, severance pay, if it elects to make such a payment.

#### New Hampshire:

For so long as Employee resides in New Hampshire and it is found that New Hampshire law applies to this Agreement or any dispute arising from this Agreement, then: (a) Section 4.10.3. does not apply if Employee earns an hourly rate less than or equal to 200 percent of the federal minimum wage or tipped minimum wage; and (b) Employee acknowledges that Employee is being given a copy of this Agreement prior to a change in job classification or acceptance of an offer of employment.

#### New York:

For so long as Employee resides in New York and it is found that New York law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10. shall be modified so that it excludes those customers or clients who became a client of the Company as a result of Employee's independent contact and business development efforts with the customer or client prior to and independent from Employee's employment with the Company.

## North Carolina:

For so long as Employee resides in North Carolina and it is found that North Carolina law applies to this Agreement or any dispute arising from this Agreement, then: the time period prior to termination shall be calculated looking back two (2) years from the date of enforcement.

## North Dakota:

For so long as Employee resides in North Dakota and it is found that North Dakota law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10.1., Section 4.10.2., and Section 4.10.3. shall not apply after Employee's Agreement with the Company ends. However, any conduct relating to the solicitation of the Company's clients or employees that involves the misappropriation of the Company's trade secret information, such as its protected client information, will remain prohibited conduct at all times, and nothing in this Agreement shall be construed to limit or eliminate any rights or remedies the Company would have against Employee under trade secret law, unfair competition law, or other laws applicable in North Dakota absent this Agreement.

## Oklahoma:

For so long as Employee resides in Oklahoma and it is found that Oklahoma law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10.1. and Section 4.10.3. shall not apply after Employee's Agreement with the Company ends and, instead, Employee agree that Employee will not directly solicit the sale of goods, services, or a combination of goods and services from established clients of Company for a period of twelve (12) months after Employee's employment with the Company ends.

## Oregon:

For so long as Employee resides in Oregon and it is found that Oregon law applies to this Agreement or any dispute arising from this Agreement, then: The post-employment restricted period for the non-compete in Section 4.10.3. shall end twelve (12) months after Employee's employment with the Company ends. In addition, unless the Company chooses to compensate Employee as allowed under the Oregon Noncompete



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Act (Or. Rev. Stat. § 653 *et seq.*), the restrictions in Section 4.10.3. shall only apply to Employee if: (a) Employee is engaged in administrative, executive, or professional work and perform predominantly intellectual, managerial, or creative tasks, exercise discretion and independent judgment, and earn a salary and am paid on a salary basis; (b) the Company has a "protectable interest" (meaning, access to trade secrets or competitively sensitive confidential business or professional information that otherwise would not qualify as a trade secret, including product development plans, product launch plans, marketing strategy or sales plans); and (c) the total amount of Employee's annual gross salary and commission, calculated on an annual basis, at the time of Employee's termination, exceeds \$100,533 (or the earnings threshold in effect based on annual adjustment for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Employee's termination). In addition, if Employee is a new employee, Employee acknowledges that Employee was notified in a written offer of employment received two weeks before the commencement of employment that a noncompetition agreement was a condition of employment.

#### Rhode Island:

For so long as Employee resides in Rhode Island and it is found that Rhode Island law applies to this Agreement or any dispute arising from this Agreement, then: the non-competition provision in Section 4.10.3. shall not apply to Employee post-employment if Employee is classified as non-exempt under the FLSA; an undergraduate or graduate student in an internship or short-term employment Agreement; 18 years of age or younger; or a low-wage employee (defined as earning less than 250% of the federal poverty level).

#### Utah:

If Employee resides in Utah and it is found that Utah law applies to this Agreement or any dispute arising from this Agreement, then: the post-employment restricted period for the non-compete in Section 4.10.3. shall end twelve (12) months after Employee's employment with the Company ends.

## Virginia:

If Employee resides in Virginia and it is found that Virginia law applies to this Agreement or any dispute arising from this Agreement, then: the parties agree that Section 4.10 is reasonably limited in nature and does not prohibit employment with a competing business in a non-competitive position. If Employee resides in Virginia and Employee's average weekly earnings calculated as provided for under Code of Virginia § 40.1-28.7:7 (the "Virginia Act"), are less than the average weekly wage of the Commonwealth as determined pursuant to subsection B of § 65.2-500 or Employee otherwise qualify as a "low-wage employee" under the Virginia Act then nothing in Section 4.10.3. shall restrict Employee from providing a service to a customer or client of the Company if Employee does not initiate contact with or solicit the customer or client. Employee shall not be considered a "low-wage employee" if Employee's earnings are derived, in whole or in predominant part, from commissions, incentives, or bonuses paid to the employee by the Company. Further, Employee's obligations under Section 4.10.3. are limited to the period during which Employee is employed and for a period of twelve (12) months following the termination of Employee's employment with the Company (regardless of which party ends the Agreement or why it ends).

## Washington:

If Employee resides in Washington and it is found that Washington law applies to this Agreement or any dispute arising from this Agreement, then:

- (i) unless Employee earns from the Company at least \$107,302 in Box 1 W-2 annual compensation, as adjusted annually for inflation by the Washington State Department of Labor & Industries ("Earnings Threshold"), then: (i) Section 4.10.2. is rewritten as follows, "solicit for employment or service any employee referenced," and (ii) Section 4.10.1. is rewritten as follows: "solicit business from any customer or client referenced";
- (ii) Employee further agree that if, at the time Employee signs the Agreement, Employee's earnings do not meet the Earnings Threshold, then the modification in subparagraph (i) of the Washington section of this Exhibit shall no longer apply and Section 4.10. shall automatically become enforceable in their entirety against Employee if and when Employee begin earning an amount greater than the Earnings Threshold;
- (iii) the Company further agrees that if Employee's employment with the Company is terminated as the result



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of a layoff, the modifications in subparagraph (a) of this Washington Appendix shall apply unless, during the period of enforcement, the Company pays Employee compensation equivalent to Employee's final base pay at the time of the termination of Employee's employment, minus the amount of any compensation Employee earn through employment after the end of Employee's employment with the Company, which Employee agrees to promptly and fully disclose. For purposes of this section, "layoff" means termination of Employee's employment by the Company for reasons of the Company's insolvency or other purely economic factors, and specifically excludes termination of Employee's employment for any other reason, either with or without cause;

- (iv) nothing in this Agreement shall restrict Employee from having an additional job, supplementing Employee's income by working for another employer, working as an independent contractor, or being self-employed if Employee does not earn at least twice the Washington minimum hourly wage, though Employee will still be subject to the common law duty of loyalty and the Company's applicable policies;
- (v) Employee's obligations under Section 4.10. are limited to the period during which Employee is employed and for a period of twelve (12) months following the termination of Employee's Agreement with the Company (regardless of which party ends the Agreement or why it ends);
- (vi) in addition to the other forms of protected conduct, nothing in the Agreement prohibits disclosure or discussion of conduct Employee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage-and-hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy; and
- (vii) Employee acknowledges and agrees that Employee has had the opportunity to review and consider the terms of the Agreement, including this Exhibit, before accepting an offer of employment with the Company.

## Washington, D.C.:

If Employee resides in Washington, D.C. and it is found that Washington, D.C. law applies to this Agreement or any dispute arising from this Agreement, <u>and</u> Employee was provided or executed this agreement after October 1, 2022, then: the non-competition restriction in Section 4.10.3. shall not apply.

## Wisconsin:

For so long as Employee reside in Wisconsin and if it is found that Wisconsin law applies to this Agreement or any dispute arising from this Agreement, then: Section 4.10.3. is rewritten as follows: "While employed and for a period of twelve (12) months from the date of the termination of Employee's Agreement with the Company (regardless of which party ends the Agreement or why it ends), Employee will not participate in soliciting any Covered Employee of the Company that is in a Sensitive Position, as that term is defined herein, to leave the employment of the Company on behalf of (or for the benefit of) a competing business, nor will Employee knowingly assist a competing business in efforts to hire a Covered Employee away from the Company. As used in this paragraph, an employee is a "Covered Employee" if the employee is someone with whom Employee worked, as to whom Employee had supervisory responsibilities, or regarding which Employee received Confidential Information in the eighteen (18) months prior to the termination of the Agreement with the Company. An employee in a "Sensitive Position" refers to an employee of the Company who is in a management, supervisory, sales, research and development, or similar role where the employee is provided Confidential Information or is involved in business dealings with the Company's customers. In addition, the fairness extension in Section 4.15. shall not apply.



Signature Certificate

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May 11, 2018 10:37 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 73.14.238.24
May 11, 2018 10:46 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 73.14.238.24
October 31, 2018 9:47 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 71.56.195.98
April 15, 2019 12:55 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.8.16.68
April 26, 2019 3:16 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.9.253.246
April 26, 2019 3:23 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.9.253.246
June 15, 2019 5:13 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.9.253.246
July 5, 2019 5:16 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.9.253.246
December 3, 2020 10:42 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.107.219.125
December 3, 2020 10:42 am MDT	Jodi Mooney - jodi.mooney@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.107.219.125
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December 18, 2020 10:46 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 207.201.221.134
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December 30, 2020 1:04 pm MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient Ip: 24.107.219.125
December 30, 2020 1:04 pm MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - receptionist@mycounselor.online as a CC'd Recipient lp: 24.107.219.125
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October 29, 2021 10:06 am MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:06 am MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:06 am MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:10 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:10 am MDT	Jodi Mooney - jodi.mooney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:10 am MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:10 am MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:10 am MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:11 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:11 am MDT	Jodi Mooney - jodi.mooney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:11 am MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:11 am MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
October 29, 2021 10:11 am MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:46 am MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25

October 29, 2021 10:46 am MDT	Jodi Mooney - jodi.mooney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:46 am MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:46 am MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
October 29, 2021 10:46 am MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 3, 2021 12:00 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 3, 2021 12:00 pm MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 3, 2021 12:00 pm MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 3, 2021 12:00 pm MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 3, 2021 12:00 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
November 3, 2021 10:32 pm MDT	Shaun Lotter - shaun.lotter@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 168.27.126.42
November 3, 2021 10:32 pm MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 168.27.126.42
November 3, 2021 10:32 pm MDT	Emily Wilhelm - emily.wilhelm@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 168.27.126.42
November 3, 2021 10:32 pm MDT	Amber Drozd - amber.drozd@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 168.27.126.42
November 3, 2021 10:32 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 168.27.126.42
November 4, 2021 8:25 am MDT	Ted Sakis - ted.sakis@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 4, 2021 8:25 am MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25

November 4, 2021 8:25 am MDT	Alice Arney - alice.arney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 4, 2021 8:25 am MDT	Tish Hedger - tish.hedger@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
November 4, 2021 8:25 am MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
January 5, 2022 8:21 am MDT	Ted Sakis - ted.sakis@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
January 5, 2022 8:21 am MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
January 5, 2022 8:21 am MDT	Alice Arney - alice.arney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
January 5, 2022 8:21 am MDT	Tish Hedger - tish.hedger@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 75.57.19.25
January 5, 2022 8:21 am MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 75.57.19.25
August 7, 2022 5:05 pm MDT	Ted Sakis - ted.sakis@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:05 pm MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:05 pm MDT	Alice Arney - alice.arney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:05 pm MDT	Tish Hedger - tish.hedger@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:05 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 209.236.84.160
August 7, 2022 5:27 pm MDT	Ted Sakis - ted.sakis@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:27 pm MDT	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:27 pm MDT	Alice Arney - alice.arney@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160

August 7, 2022 5:27	7 pm MDT	Tish Hedger - tish.hedger@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 209.236.84.160
August 7, 2022 5:27	7 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 209.236.84.160
September 5, 2022 MDT	1:24 pm	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 107.10.11.116
September 5, 2022 MDT	1:24 pm	Alice Arney - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 107.10.11.116
September 5, 2022 MDT	1:24 pm	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 107.10.11.116
October 4, 2022 7:5 MDT	57 am	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 71.228.249.146
October 4, 2022 7:5 MDT	57 am	Alice Arney - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 71.228.249.146
October 4, 2022 7:5 MDT	57 am	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 71.228.249.146
October 23, 2022 6 MDT	:39 pm	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 71.228.249.11
October 23, 2022 6 MDT	:39 pm	Alice Arney - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 71.228.249.11
October 23, 2022 6 MDT	:39 pm	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 71.228.249.11
November 16, 2022 MDT	? 9:59 am	Josh Spurlock - josh.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 68.225.63.36
November 16, 2022 MDT	? 9:59 am	Alice Arney - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 68.225.63.36
November 16, 2022 MDT	? 9:59 am	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 68.225.63.36
November 16, 2022 am MDT	2 10:01	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 68.225.63.36

November 16, 2022 10:01 am MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 68.225.63.36
November 16, 2022 10:01 am MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 68.225.63.36
December 28, 2022 10:19 am MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 65.154.210.70
December 28, 2022 10:19 am MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 65.154.210.70
December 28, 2022 10:19 am MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 65.154.210.70
December 29, 2022 10:44 am MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 65.154.210.70
December 29, 2022 10:44 am MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 65.154.210.70
December 29, 2022 10:44 am MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 65.154.210.70
January 26, 2023 1:17 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 65.154.210.70
January 26, 2023 1:17 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 65.154.210.70
January 26, 2023 1:17 pm MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 65.154.210.70
January 27, 2023 12:04 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 50.82.128.205
January 27, 2023 12:04 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 50.82.128.205
January 27, 2023 12:04 pm MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 50.82.128.205
January 27, 2023 12:04 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 50.82.128.205

January 27, 2023 12:04 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 50.82.128.205
January 27, 2023 12:05 pm MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 50.82.128.205
January 27, 2023 4:25 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 12.230.14.2
January 27, 2023 4:25 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 12.230.14.2
January 27, 2023 4:25 pm MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 12.230.14.2
January 28, 2023 6:11 am MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 12.230.14.2
January 28, 2023 6:11 am MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 12.230.14.2
January 28, 2023 6:11 am MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 12.230.14.2
August 23, 2023 2:57 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 184.167.114.171
August 23, 2023 2:57 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 184.167.114.171
August 23, 2023 2:57 pm MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 184.167.114.171
August 23, 2023 3:03 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 184.167.114.171
August 23, 2023 3:03 pm MDT	Accounting Department - accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 184.167.114.171
August 23, 2023 3:03 pm MDT	Clinical Operations Director - brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 184.167.114.171
December 19, 2023 3:06 pm MDT	Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 70.174.52.34

December 19, 2023 3:06 pm Accounting Department accounting@mycounselor.online added by Josh Spurlock **MDT**  webmaster@mycounselor.online as a CC'd Recipient lp: 70.174.52.34 December 19, 2023 3:06 pm MDT December 19, 2023 3:11 pm **MDT** 

Clinical Operations Director brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd

Recipient Ip: 70.174.52.34

Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 70.174.52.34

Accounting Department -December 19, 2023 3:11 pm **MDT** 

accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 70.174.52.34

December 19, 2023 3:11 pm MDT

Clinical Operations Director brandyn.bascones@mycounselor.online added by Josh

Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 70.174.52.34

January 4, 2024 1:08 pm **MDT** 

Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 70.174.52.34

January 4, 2024 1:08 pm **MDT** 

Accounting Department accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 70.174.52.34

January 4, 2024 1:08 pm **MDT** 

Clinical Operations Director brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd

Recipient Ip: 70.174.52.34

January 18, 2024 11:01 am **MDT** 

Life MCO - cassie.spurlock@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 70.174.52.34

January 18, 2024 11:01 am **MDT** 

Accounting Department accounting@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient lp: 70.174.52.34

January 18, 2024 11:01 am

Clinical Operations Director -

brandyn.bascones@mycounselor.online added by Josh Spurlock - webmaster@mycounselor.online as a CC'd Recipient Ip: 70.174.52.34



**MDT** 

This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 26 of 26