

Information and Privacy Commissioner,
Ontario, Canada



Commissaire à l'information et à la protection de la vie privée,
Ontario, Canada

PHIPA DECISION 157

Complaint HA18-81-2

Bellwood Health Services Inc.

August 12, 2021

Summary: Under the *Personal Health Information Protection Act* (the *Act*), Bellwood Health Services Inc. (Bellwood) received a request from a former client for access to records relating to his treatment. Bellwood provided the requester, now the complainant, a complete copy of what it describes as his “official health record.” In addition to the official health record, the complainant sought access to his counsellor’s handwritten notes. Bellwood provided the complainant with a copy of the counsellor’s notebook, in which other clients’ personal health information had been withheld. Bellwood advised that the counsellor’s handwritten “loose working notes” had been shredded and therefore it was unable to provide the complainant with access to those notes. The complainant sought verification that Bellwood had provided him with access to all of his personal health information from the counsellor’s notebook. He also took issue with Bellwood’s destruction of the counsellor’s loose notes, which occurred after he submitted his request for access to them.

In this decision, the adjudicator finds that the counsellor’s notebook is a record of the complainant’s personal health information, but that it is not dedicated primarily to the complainant’s personal health information. His right of access is therefore limited to his personal health information in the record that can reasonably be severed from the remainder of the record. Upon review of the record, the adjudicator finds that there are small portions of the complainant’s personal health information to which he has not yet been provided access. She orders Bellwood to provide the complainant with access to those portions of the record.

The adjudicator also accepts Bellwood’s position that the counsellor’s loose notes would have contained the complainant’s personal health information; however, given that those records have been destroyed such that access is now impossible, she finds that no useful purpose would be served by determining the extent of the complainant’s right of access to those loose notes.

Finally, the adjudicator considers Bellwood’s handling and retention of the counsellor’s loose notes, and determines that it has acted in accordance with its obligations under section 13 of the *Act*.

Statutes Considered: *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3; sections 4(1)(a), 4(1)(b), 4(2), 13(1), 13(2), and 52(3).

Decisions Considered: PHIPA Decisions 17 and 29.

BACKGROUND:

[1] Bellwood Health Services Inc. (Bellwood) received a request under the *Personal Health Information Protection Act* (the *Act*) for access to records relating to the requester's treatment. Specifically, the request was for access to:

Any record(s) pertaining to me and my treatment held by Bellwood / [Edgewood Health Network] including but not limited to electronic records such as emails, record keeping systems, text messages, pins, forms and any hand written note, document, form or any other system of record keeping method used at the facility and by staff. Dates include prior to my arrival that include the admissions process to the time I left on [date]. Staff includes contractors and people involved in my care at the facility.

[2] The requester subsequently filed a complaint with the Information and Privacy Commissioner of Ontario (the IPC), maintaining that he had not received a decision or any other information from Bellwood. A "deemed refusal" complaint, Complaint HA18-81, was opened to address the complainant's concerns.

[3] In response to the complaint, Bellwood sent the complainant a letter stating that full access to his records had already been provided. The decision letter said that the complainant received a paper copy of his records when he was discharged from the facility and was sent a copy of the discharge summary approximately one week later. Regarding the portion of the request seeking copies of handwritten notes, Bellwood's decision letter stated, in part:

We do not consider [the counsellor's handwritten notes] a part of your official health record, which we communicated to you prior to leaving Bellwood. These are notes staff may make to remind themselves of follow-up items related to an individual's care or program sessions. These notes are shredded upon completion of tasks and are not kept in [the] health record. I have double checked with [the counsellor], and these notes have in fact been shredded.

[4] IPC staff confirmed that the complainant received Bellwood's response, and the deemed refusal complaint was closed. However, the complainant filed a subsequent complaint with this office, taking issue with Bellwood's position regarding the counsellor's handwritten notes. HA18-81-2 was opened to address this complaint.

[5] During the intake stage of the complaint process, the complainant explained that he had filed a related complaint with the College of Psychologists of Ontario (the College). His complaint before the College was in regards to the counsellor mentioned in Bellwood's decision letter and, in particular, whether her record keeping practices were in accordance with the College's Standards of Professional Conduct.

[6] Also during the intake stage, Bellwood advised the Intake Analyst that it does not consider loose handwritten notes to be a part of the complainant's official health record

because they “are working notes to ensure the accuracy of [its] clinical documentation.”

[7] During the mediation stage of the complaint process, Bellwood released an additional responsive record to the complainant. In particular, Bellwood sent the complainant a severed copy of the counsellor’s notebook. The letter accompanying that record stated the following, in part:

Please find attached copies of pages from a notebook kept by [name of counsellor] that refer to you. [These are] the only other documents we have that you have yet to receive.

[8] Bellwood’s decision letter did not indicate what part or parts of *PHIPA* it had relied on in severing the record that was provided to the complainant. At the request of the mediator, Bellwood issued a supplementary decision letter, which stated the following, in part:

Initially Bellwood was under the understanding that you were not eligible for access to this information as each page of this notebook contained other client information. After carefully reviewing *PHIPA* we found that section 52(2) which stipulates we can [sever] part of the record, safely securing other clients’ personal health information. At this time we sent you sections of the notebook which applied only to you.

[9] Although Bellwood advised the mediator that the withheld portions of the counsellor’s notebook consisted of the personal health information of Bellwood’s clients other than the complainant, Bellwood did not provide the mediator with an unsevered copy of the notebook. The mediator discussed Bellwood’s most recent decision with the complainant. The complainant explained that he was not satisfied with Bellwood’s explanation and that he believes the withheld portions of the notebook contain his own personal health information. The complainant wished to pursue this issue at adjudication.

[10] In addition, Bellwood informed the mediator that the counsellor’s loose working notes (which are distinct from the counsellor’s notebook) were destroyed approximately six weeks after the complainant was discharged from Bellwood’s facility. The complainant believes that these records were improperly destroyed and requested that this also be an issue for adjudication.

[11] No further mediation was possible and the complaint was moved to the adjudication stage of the complaint process. I decided to conduct a review under *PHIPA*, during which I invited and received written representations from Bellwood and the complainant¹ regarding the issues in dispute. The parties’ representations were shared in accordance with section

¹ The complainant provided a variety of documents in support of his representations, including, for example, correspondence from him and his counsellor to the College of Psychologists of Ontario (College) regarding a complaint that he made about his counsellor, and a decision issued by the College’s Inquiries, Complaints, and Reports Committee regarding that complaint. Through correspondence with this office, however, it was determined that as a result of the privilege provided by section 36(3) of the *Regulated Health Professions Act, 1991*, SO 1991, c 18, many of those documents were inadmissible in this complaint. (See paragraph 14 of *PHIPA* Decision 68, and *PHIPA* Decisions 16 and 80.) In light of the inadmissible evidence, the complainant was invited to provide additional representations in support of his position. Those additional representations have been considered by me and are summarized in this decision.

18 of the IPC's *Code of Procedure for Matters under the Personal Health Information Protection Act, 2004*. During the reply stage² of my review, Bellwood provided a copy of the counsellor's notebook for my review. A copy of the counsellor's loose working notes could not be provided, as they had been destroyed.

[12] For the reasons that follow, I find that the counsellor's notebook is a record of personal health information, but that it is not dedicated primarily to the complainant's personal health information for the purposes of section 52(3) of the *Act*. Therefore, the complainant's right of access is limited to his reasonably severable personal health information from the notebook. Based on a thorough review of the notebook, I find there are small portions of the complainant's personal health information to which he has not yet been provided access. I order Bellwood to provide the complainant with access to those portions of the record.

[13] Although I am unable to review the counsellor's loose notes, I am satisfied by Bellwood's submissions that they too would have contained the complainant's personal health information, as that term is defined in the *Act*. However, given that those records have been destroyed such that it is now impossible for the complainant to obtain access to them, I decide that no useful purpose would be served by determining the extent of the complainant's right of access to those records under section 52.

[14] Finally, considering the totality of the evidence before me, I find that Bellwood's destruction of the counsellor's loose notes did not violate its record handling or retention obligations under section 13 of the *Act*.

RECORDS:

[15] The records at issue in this complaint are the counsellor's handwritten notes, which consist of her loose working notes (loose notes) and notebook.

PRELIMINARY ISSUES:

[16] There is no dispute that Bellwood is a "health information custodian" (custodian) and that the named counsellor was acting as an "agent" of a health information custodian, as those terms are defined in sections 3 and 2 of the *Act*, respectively.

ISSUES:

- A. Are the records at issue records of "personal health information" within the meaning of section 4 of *PHIPA*?
- B. Access to personal health information
 - B1. Is the counsellor's notebook "dedicated primarily" to the complainant's personal health information within the meaning of section 52(3) of *PHIPA*?

² During my review, I invited and received reply representations from Bellwood, which, in my view, did not necessitate a sur-reply from the complainant as they did not raise any new facts or arguments.

B2. If the counsellor's notebook is not dedicated primarily to the complainant's personal health information, has he been provided with access to his personal health information that can reasonably be severed from the notebook?

C. Did Bellwood handle the counsellor's loose notes in compliance with section 13 of *PHIPA*?

DISCUSSION:

Issue A: Are the records at issue records of "personal health information" within the meaning of section 4 of *PHIPA*?

[17] Bellwood has taken the position that the complainant's counsellor's handwritten notes are not part of his "official health record." A determination of whether both types of records, the counsellor's loose notes and the notebook, contain personal health information must be made in order to decide the issues raised by Bellwood's destruction of the former and its severance of the latter.

[18] The relevant portions of section 4 of *PHIPA* define "personal health information" as including the following information:

(1) In [*PHIPA*],

"personal health information", subject to subsections (3) and (4), means identifying information about an individual in oral or recorded form, if the information,

(a) relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family,

(b) relates to the providing of health care to the individual, including the identification of a person as a provider of health care to the individual [...]

(2) In this section,

"identifying information" means information that identifies an individual or for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify an individual.

[19] In *PHIPA* Decision 17, this office adopted a broad interpretation of the phrase "personal health information."³ This office has applied this broad interpretation in subsequent decisions and orders.⁴

[20] I asked the parties to comment on whether the counsellor's loose notes and notebook contain "personal health information" as defined in section 4 of *PHIPA* and, if so,

³ See, in particular, paragraphs 65-68.

⁴ See *PHIPA* Decisions 52 and 82, and Order MO-3531, among others.

to whom that personal health information relates.

Representations

[21] Bellwood submits that given the broad definition of personal health information, both the counsellor's loose notes and notebook may contain personal health information of the complainant and other Bellwood clients. In particular, it submits that the notebook contains information on multiple clients, including follow-up activities, updates from the counsellor's morning rounds, appointment times for clients to see doctors, and behavioural issues that the counsellor intends to address. Bellwood further submits that the entries in both the notebook and loose notes do not contain "full client identifying information (i.e. no last name, [date of birth] or other identifying information. Only first name and in many cases last initial)."

[22] The complainant maintains that the counsellor's loose notes and notebook make up part of his "official health record." He does not otherwise address the nature of the information contained in the records.

Analysis and findings

[23] At this stage in the complaint process, both parties appear to agree that the counsellor's notebook and loose notes contain, or did contain, personal health information, as that term is defined under the *Act*.

[24] Despite Bellwood's submission that the records do not, or did not, contain "full client identifying information," it is not necessary for a client's full name, date of birth, etc. to be included in a record for the information to be "identifying" as defined in section 4(2). Rather, I am satisfied that "it is reasonably foreseeable in the circumstances" that the information contained in the records, which – as described by Bellwood - includes clients' first names and last initials, dates, and notes about their treatment and progress while in Bellwood's care, "could be utilized, either alone or with other information, to identify an individual," including the complainant.

[25] Therefore, based on my review of the parties' submissions and the record before me (the counsellor's notebook), I am satisfied that the records at issue contain, or would have contained, the complainant's personal health information, as that term is defined in section 4(1)(a) and (b) of the *Act*. With respect to the notebook in particular, I find that the personal health information contained in the record relates to both the complainant and other Bellwood clients. Although I do not have the benefit of reviewing the loose notes, I am satisfied by Bellwood's submissions that they too would have contained the complainant's personal health information.

Issue B: Access to personal health information

B1. Is the counsellor's notebook "dedicated primarily" to the complainant's personal health information within the meaning of section 52(3) of *PHIPA*?

B2. If the counsellor's notebook is not dedicated primarily to the complainant's personal health information, has he been provided with access to his personal health information that can reasonably be severed from the notebook?

[26] Above I found that the records at issue contain, or would have contained, the complainant's personal health information. He therefore has a right of access to the records under section 52 of the *Act*, which grants an individual a right of access to a record of his or her own personal health information that is in the custody or under the control of a health information custodian, subject to limited exceptions and exclusions. The extent of the complainant's right of access to the records must still be determined.

[27] In my view, no useful purpose would be served by determining the extent of the complainant's right of access to the counsellor's loose notes. This issue is moot because, regardless of the outcome, Bellwood is not in a position to provide the complainant with access to the loose notes as a result of them having been destroyed. I will consider Bellwood's destruction of those records under Issue C, below.

[28] Section 52(1) grants individuals a right of access to records containing their personal health information. This right of access is limited, however, by section 52(3), which provides that an individual will only have a right of access to an entire record if the record is "dedicated primarily" to their personal health information. In particular, section 52(3) states:

Despite subsection (1), if a record is not a record dedicated primarily to personal health information about the individual requesting access, the individual has a right of access only to the portion of personal health information about the individual in the record that can reasonably be severed from the record for the purpose of providing access.

[29] Accordingly, subject to any applicable exemptions, the complainant's right of access under *PHIPA* applies either to a whole record (under section 52(1)), or only to certain portions of a record of personal health information (under section 52(3)). If a record is dedicated primarily to the personal health information of the complainant, then he will have a right of access to the entire record, even if it incidentally contains information about other matters or other individuals. If, on the other hand, the record is not dedicated primarily to the personal health information of the complainant, then his right of access under *PHIPA* only applies to his personal health information that can reasonably be severed from the record.

[30] *PHIPA* Decision 17 set out the IPC's approach to the interpretation of section 52(3) of *PHIPA*. In order to determine whether a record is "dedicated primarily" to the personal health information of a requester within the meaning of section 52(3), the IPC takes into consideration various factors, including:

- the quantity of personal health information of the requester in the record;
- whether there is personal health information of individuals other than the requester in the record;
- the purpose of the personal health information in the record;
- the reason for creation of the record;

- whether the personal health information of the requester is central to the purpose for which the record exists; and
- whether the record would exist “but for” the personal health information of the requester in it.⁵

[31] This list is not exhaustive.

[32] The parties were invited to provide representations addressing the extent of the complainant’s right of access to the counsellor’s notebook. In doing so, I specifically asked Bellwood to provide evidence in support of its position regarding the severances made to the notebook, addressing:

- whether the counsellor’s notebook was “dedicated primarily” to the personal health information of the complainant; and
- whether any of the information severed from the counsellor’s notebook relates to the complainant.

Representations

[33] Bellwood takes the position that the complainant was provided with a full copy of his “official health record” and all sections of the counsellor’s notebook that relate to him and to which he has a right of access.

[34] In support of its position, Bellwood maintains that the notebook contains information dating back to January 1, 2018, which is before the complainant became a client. It further submits that of the approximately 100 pages in the notebook, only about 15 contain “a small fraction of” information relating to the complainant. On this basis, Bellwood submits that the notebook is not dedicated primarily to the complainant’s personal health information, as contemplated by section 52(3) of the *Act*. As a result, Bellwood explains that it withheld the other clients’ personal health information from the notebook and only granted the complainant access to the portions relating to him. Bellwood maintains that “all information on [the] complainant was released.”

[35] The complainant explains that throughout his stay at Bellwood, he saw records being kept in different formats. He also says that when he initially requested a copy of his counsellor’s notes, he was advised to “obtain a subpoena” as he was not entitled to them. Following that conversation, he called the IPC and, based on the information provided during that call, he submitted an Access/Correction Complaint Form.

[36] The complainant states that he is not satisfied that he has been provided with access to all of his personal health information from the counsellor’s notebook. He confirms that he does not seek access to any of the other clients’ personal health information, but says that he does not “trust [Bellwood’s] redaction skills” and therefore wants the IPC to verify whether its claims are true by reviewing an unredacted copy of the notebook.

[37] Upon review of the parties’ representations, I determined that I required a greater

⁵ PHIPA Decision 17, para 95.

specificity of evidence from Bellwood with regard to the nature of the information contained in and severed from the counsellor's notebook. I requested this evidence in the form of a sworn affidavit.

[38] Bellwood did not provide affidavit evidence in response, but it did provide an unredacted copy of the counsellor's notebook for review.⁶ Bellwood also provided a copy of the record that had been provided to the complainant, so that I could compare the two for the purpose of determining whether the complainant had been provided access to all of his personal health information in the notebook.

[39] Bellwood continues to submit that it has provided the complainant with all of his personal health information, except the loose notes that were shredded when they believed the matter to be resolved. Bellwood explains that "there is no conspiracy to hide records from the complainant," but it cannot bring back records that have been destroyed. Again, I address this latter issue later in this decision, under Issue C.

Analysis and findings

[40] Based on my review the representations and evidence before me, I find that the counsellor's notebook is not dedicated primarily to the complainant's personal health information as contemplated by section 52(3) of *PHIPA*. I have reached this decision after considering the factors set out in *PHIPA* Decision 17. For example, I am satisfied that:

- the complainant's personal health information accounts for only a fraction of the personal health information contained in the notebook;
- the notebook contains the personal health information of the complainant and numerous other Bellwood clients;
- the notebook was not created or maintained for the purpose of providing care to the complainant alone;
- the notebook includes entries that both pre-date and post-date the complainant's treatment at Bellwood;
- the complainant's personal health information in the notebook cannot be characterized as being "central to the purpose" for which the notebook exists; and
- the counsellor's notebook would have existed, and contained personal health information of numerous Bellwood clients, regardless of whether it contained the complainant's personal health information.

[41] As a result, the complainant's right of access under section 52(3) of *PHIPA* is limited to his personal health information that can reasonably be severed from the notebook. Having compared the counsellor's complete notebook with the portions to which the complainant was granted access, I find there are small portions of the complainant's personal health information to which he has not yet been provided access. I will order Bellwood to provide the complainant with access to those portions of the record.

⁶ My inspection of the notebook for the purpose of this review was done in accordance with section 60(13) of *PHIPA*.

Issue C: Did Bellwood handle the counsellor's loose notes in compliance with section 13 of *PHIPA*?

[42] Section 13 requires custodians to ensure that records of personal health information are retained, transferred, and disposed of in a secure manner. It also requires the retention of personal health information that is subject to an access request under the *Act*. This section states:

13 (1) A health information custodian shall ensure that the records of personal health information that it has in its custody or under its control are retained, transferred and disposed of in a secure manner and in accordance with the prescribed requirements, if any.

(2) Despite subsection (1), a health information custodian that has custody or control of personal health information that is the subject of a request for access under section 53 shall retain the information for as long as necessary to allow the individual to exhaust any recourse under this Act that he or she may have with respect to the request.

[43] I invited the parties to comment on whether Bellwood's actions in relation to the counsellor's loose notes complied with the requirements of sections 13(1) and (2).

Representations

[44] Bellwood explains that the counsellor's loose notes were "brief session notes written by the counsellor to remind her of information discussed which would be incorporated into electronic health record progress notes." It further submits that "all information" in the loose notes was incorporated into the complainant's electronic health record progress notes, such that all of the information in the loose notes is now contained in what it describes as the complainant's "official medical record."

[45] Bellwood's representations also address the timeline of the complainant's request and the subsequent shredding of the counsellor's loose notes. It explains that the complainant first submitted a verbal request⁷ for a copy of his records to his counsellor, while he was receiving treatment. At that time, he was informed that Bellwood would provide him with a copy of his records at the end of his treatment. Bellwood maintains that the complainant was later "provided his full official health record." Bellwood says that it advised the complainant that he would not be provided access to his counsellor's handwritten notes, as Bellwood's team "believed they are not a part of the official health record." According to Bellwood, both the complainant's counsellor and Bellwood's Executive Director believed the matter to be resolved at that time.

[46] Bellwood submits that shortly thereafter, its Chief Operating Officer and Chief Executive Officer received an Access/Correction Complaint Form from the complainant. Bellwood explains that its Chief Operating Officer was aware that the complainant had been provided with his "official health record" and, believing that the complainant's request

⁷ Note: *PHIPA* does not prevent a custodian from responding to access requests made orally or outside of the *Act* (section 52(6)); however, the rights and obligations relating to access requests under section 53 of *PHIPA* apply to requests that are made in writing.

had already been responded to and resolved, did not inform the complainant's care team of the additional correspondence.

[47] Bellwood explains that six weeks later, the counsellor shredded her loose notes, not realizing that an "official request" had been made seeking access to her handwritten notes. Bellwood claims that, "had [its Executive Director or the complainant's counsellor] understood that this second request had been filed, [they] would have taken measures to store [the counsellor's loose notes...] until the matter was resolved."

[48] The complainant maintains that he did not agree to excluding the counsellor's handwritten notes from his record, and it was "extremely clear" that he was seeking all of the records relating to his time at Bellwood. He maintains that the counsellor was aware that he was seeking a "full copy of [his] record" and is "perplexed as to why [Bellwood] would not set aside all materials to allow the process to occur."

[49] In response to Bellwood's submissions, the complainant submits that Bellwood should not have assumed the matter resolved given his continued requests for access to his records, and his submitting an Access/Correction Complaint Form to Bellwood's Chief Operating Officer and Chief Executive Officer. The complainant says that he filed the complaint form "to inform the people that run the hospital that [he] was seeking [his] information," because "he was having no luck" obtaining access through his counsellor. The complainant says that he submitted two requests to ensure that the request was received, and had a witness accompany him to see that the request was submitted. In the complainant's view, Bellwood's act of shredding notes "while having full awareness that they [were being] sought by a client" was reckless and unprofessional. He also maintains that it does not demonstrate good faith compliance with *PHIPA* and raises questions as to whether Bellwood fully understands its obligations as a "custodian" under the *Act*.

Analysis and findings

[50] Relevant to my assessment of Bellwood's handling of the counsellor's loose notes are sections 13(1) and (2) of *PHIPA*. Section 13(1) does not require a custodian to retain records of personal health information for any specified amount of time. However, when an individual has requested access to their personal health information, section 13(2) requires a custodian to retain that information for as long as necessary to allow the individual to exhaust any recourse under the *Act* that he or she may have with respect to the request. This would generally include the time required to file a complaint with the IPC, and to allow the IPC to conduct a review of the complaint, if warranted, and issue a decision.

[51] In *PHIPA* Decision 29, former Assistant Commissioner Sherry Liang noted that the obligation in section 13(2) extends to the preservation of "information", as opposed to a "record" of personal health information. She found that this supports the conclusion that the Legislature did not intend to require preservation of an original record, as opposed to an accurate copy of the personal health information in that record, pending an access request the *Act*. In other words, she found that section 13(2) of the *Act* does not require that a "record" be retained in a particular format for the purposes of an access request, but only the "information."

[52] Applying that reasoning in the context of this complaint, I find that it was open to

Bellwood to preserve the requested personal health *information* without retaining the records, being the counsellor's loose notes, themselves. In the circumstances of this complaint, the evidence provided by Bellwood indicates that "all information" from the counsellor's loose notes was transferred to the complainant's "official medical record," to which the complainant was provided full access. Although I am not able to verify this claim by reviewing the loose notes themselves, I am satisfied that the evidence before me does not undermine or sow doubt in regards to its accuracy.

[53] Accordingly, based on the specific circumstances and evidence before me, I find that Bellwood has retained the personal health information from the counsellor's loose notes in some form, despite its disposal of the physical records. As the *Act* does not require that original information be maintained in any particular format, I find that Bellwood has not violated its obligations under sections 13(1) or (2) of the *Act*.

[54] It goes without saying that given the complainant's express request for access to "any record(s) pertaining to [him] and [his] treatment held by Bellwood / [Edgewood Health Network] *including any hand written note*" (emphasis added), misunderstandings and frustrations could have been avoided had Bellwood employed more clear communication both amongst its staff, regarding the ongoing nature of the complainant's request, and with the complainant, regarding its record retention practices and obligations under the *Act*.

ORDER:

For the foregoing reasons, and pursuant to section 61(1) of the *Act*,

1. I order Bellwood to provide the complainant with access to the remaining portions of his personal health information in the counsellor's notebook. To assist Bellwood in complying with this order, I will provide it with a highlighted copy of the record. The portions of the record that are highlighted in yellow indicate the portions to which the complainant should be provided access.
2. I order Bellwood to provide the complainant with access to the highlighted portions of the counsellor's notebook by **September 10, 2021**. To confirm compliance with this order, I direct Bellwood to provide me with a copy at the same time.

Original signed by: _____

Jaime Cardy
Adjudicator

August 12, 2021
