

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JUSTINA MULLENNIX,)	
)	
Petitioner,)	
)	
vs.)	Case No. 09-2298
)	
DEPARTMENT OF MANAGEMENT)	
SERVICES, DIVISION OF STATE)	
GROUP INSURANCE,)	
)	
Respondent.)	
_____)	

RECOMMENDED ORDER

This case came on for final hearing, by proper notice, before P. Michael Ruff, duly-designated Administrative Law Judge of the Division of Administrative Hearings. The hearing was conducted on November 30, 2009, in Jacksonville, Florida. The appearances were as follows:

APPEARANCES

For Petitioner: Justina Mullennix, pro se
1217 Skye Drive West
Jacksonville, Florida 32221

For Respondent: Sonja P. Mathews, Esquire
Department of Management Services
Office of the General Counsel
4050 Esplanade Way, Suite 260
Tallahassee, Florida 32399

STATEMENT OF THE ISSUE

The issue to be resolved in this proceeding concerns whether the Petitioner, as beneficiary of her deceased father's State of Florida life insurance policy, is entitled to a benefit of \$10,000 or \$2,500, and is related to how notice of a change in coverage amount and premium was provided to the decedent.

PRELIMINARY STATEMENT

Section 110.123, Florida Statutes, established the State of Florida's State Group Insurance Program (Program), managed by the Division of State Group Insurance (DSGI), an administrative entity within the Department of Management Services (DMS). The Program offers a variety of insurance plans to state officers, employees, retirees, and their dependents, including life insurance. Administrative rules applicable to the basic state life insurance plan are found in Florida Administrative Code Rule Chapter 60P.

The Petitioner is the daughter of Maurice T. Adkins, a deceased State of Florida retiree. During all times relevant to these proceedings, Mr. Adkins was a participant in the State of Florida basic life insurance plan (life insurance) offered to all State of Florida employees and/or retirees. After the death of Mr. Adkins on November 29, 2008, the Petitioner was paid \$2,500.00, as beneficiary of the life insurance policy of Mr. Adkins. The Petitioner disputes the denial of her request

for payment of a \$10,000.00 benefit, and contends she is owed \$7,500.00.

The Administrative Law Judge has taken official recognition of Section 110.123, Florida Statutes, Florida Administrative Code Rule Chapter 60P, Florida Administrative Code Rule Chapters 60-1, and Rules 60P-2.005 (repealed 1996) and 22K-1, (repealed).

At the hearing, the Petitioner's Composite Exhibit 1, and the Respondent's Exhibits 1-10, 13-22, 28, and 29 were admitted into evidence. Upon conclusion of the hearing, a transcript was ordered by the Respondent, and the parties were given 10 days for submission of proposed recommended orders, after filing of the hearing transcript and a post-hearing deposition transcript. The transcript was filed on December 15, 2009, and the transcript of the deposition of Sandie Wade was filed on December 16, 2009. The Proposed Recommended Orders were timely filed on or before December 24, 2009, and have been considered in the rendition of this Recommended Order.

FINDINGS OF FACT

1. At the time of his death on November 29, 2008, Maurice Adkins was covered by the state life insurance plan, as a retired employee of the State of Florida.

2. The Petitioner, Justina Mullennix, is the daughter of Mr. Adkins and is the beneficiary of any life insurance benefits

paid or payable from the state life insurance plan on account of the death of her father.

3. Effective January 1, 2000, the coverage for retirees was increased to \$10,000.00. The premium for this coverage was \$4.20 per month. The DSGI prepared a letter dated July 31, 2006, to notify the retirees that effective January 1, 2007, the life insurance benefit options provided to retirees would change. The changes allowed retirees to elect one of the following options:

- a. \$2,500 benefit for a monthly premium of \$ 4.20.
- b. \$10,000 benefit for a monthly premium of \$35.79.
- c. Termination of coverage.

The letter dated July 31, 2006, informed retirees that their life insurance premium would remain the same, but that their coverage would be reduced to \$2,500, unless they elected coverage in the amount of \$10,000 and elected to pay the higher premium.

4. The letter advised the retirees they could change their election up to and including January 19, 2007. Mike Waller, an employee of the DSGI, maintains benefits data for the People First/Division of State Group Insurance. In July 2006, Mr. Waller was asked to prepare a file containing the names and mailing addresses of all retirees who were covered by life insurance. Mr. Waller created the file, prepared in July 2006,

to use in a "mail merge," to send all retirees a copy of the letter dated July 31, 2006. In preparing the file containing the mailing addresses of retirees covered by life insurance, Mr. Waller used the addresses of record that he maintained.

5. In July 2006, the address of record for Mr. Adkins was 2877 Belair Road E., Jacksonville, Florida 32207, and was included in the file. Mr. Waller prepared the file and on July 3, 2006, delivered it to Dick Barnum and Thomas Lockeridge. Thomas Lockeridge delivered the file to Laura Cutchen, another employee of the DSGI. The DSGI contracted with Pitney Bowes to mail the letter of July 31, 2006, to all retirees. After obtaining copies of the letter from the print shop of the DSGI, Ms. Cutchen delivered the letters and the file containing names and addresses of retirees to Pitney Bowes to assemble.

6. The letters dated July 31, 2006, in envelopes addressed to each retiree who carried life insurance at the time, were delivered to the U.S. Post Office, accompanied by Ms. Cutchen. The State of Florida first class mailing permit had been applied to each envelope.

7. The letter dated July 31, 2006, was mailed to Mr. Adkins at the Belair address. The return address on the envelope containing the letter was the Division of State Group Insurance, 4050 Esplanade Way, Ste. 215, Tallahassee, Florida, 32399-0949. The letter was not returned to the Division.

8. The letters that were returned to the DSGI were processed by Janice Lowe, an employee of the DSGI. Each letter that was returned to the Division of State Group Insurance was handled in one of two ways: a) if the envelope showed a different address on a yellow sticker applied by the US Postal Service (USPS), the letter was re-mailed to that address; b) if the returned envelope did not provide a different address, a manual search of the database of the Division of Retirement was made, a copy of the print screen showing the address in the Retirement database was made, if different from that on the database of the Division of State Group Insurance, and the original envelope and letter were placed in another envelope and mailed to the address from the Division of Retirement database.

9. A copy of each Retirement screen that was accessed by Ms. Lowe was printed and inserted in alphabetical order in a binder. For every person whose letter was returned, and for which there was not another address, there would have been a Retirement print screen. The absence of a Retirement print screen indicates that the initial letter was not returned. There is no retirement print screen for Mr. Adkins, indicating that the letter to him dated July 31, 2006, was not returned to the DSGI.

10. DMS has contracted with Convergys, Inc., to provide human resources management services, including assisting in the

administration of employee benefits. Convergys primarily performs these tasks through an on-line system known as "People First." Prior to Convergys assuming responsibility for the administration of benefits, DSGI maintained benefits information in the Cooperative Personnel Employment System (COPES). When Convergys assumed responsibility for the management of benefits, the benefits information from COPES was imported into the Convergys People First System. People First became the system of record for the DSGI beginning January 1, 2005. People First and the Division of Retirement do not share databases and each maintains its own database of names and addresses.

11. Once a year the DSGI must hold Open Enrollment for the health program. § 110.123(3)(h)5, Fla. Stat.; Fla. Admin. Code R. 60P-1.003(16). Open Enrollment is the period designated by the DMS during which time eligible persons may enroll or change coverage in any state insurance program. Prior to Open Enrollment each year, the DSGI provides employees and retirees a package that explains the benefits and options that are available for the next plan year. The 2006 Open Enrollment period, for the 2007 Plan Year, ran from September 19, 2006, through October 18, 2006.

12. During open enrollment for Plan Year 2007, the People First Service Center was charged with the responsibility of sending open enrollment packages to State of Florida retirees

and other employees. People First mailed Mr. Adkins's Open Enrollment Package to the 2877 Belair Road E., Jacksonville, Florida 32207 address, on September 3, 2006. The Open Enrollment Package for Plan Year 2007 was mailed by People First through the U.S. Post Office, first class postage paid. The Open Enrollment Package mailed to Mr. Adkins, for 2006 Open Enrollment, was not returned to People First. The Open Enrollment Package mailed to Mr. Adkins on September 3, 2006, contained Mr. Adkins's 2007 Benefits Statement; a letter from John Mathews, former Director of the DSGI; "Information of Note"; a Privacy Notice; Notice Regarding Prescription Coverage; and a 2007 Benefits Guide.

13. The Information of Note included the following statement:

Retiree Life Insurance

For Plan Year 2007, those currently enrolled with retiree life insurance may elect to retain the current \$4.20 premium for a benefit of \$2,500, retain the current benefit of \$10,000 for a premium of \$35.79, or cancel coverage. If no change is made during open enrollment, participation will continue at the \$4.20 premium level.

Neither Mr. Adkins nor anyone on his behalf affirmatively elected to continue \$10,000.00 in life insurance coverage during the enrollment period in 2006 and 2007. Because the election

was not made, at the death of Mr. Adkins, the benefit paid to the Petitioner was \$2,500.00.

14. Prior to January 1, 2007, the Life Insurance Trust Fund was used to augment the premiums paid by retirees for life insurance. The premium paid by the retirees did not support a \$10,000 coverage level.

15. In year 2006, the DSGI determined that the money in the life insurance trust fund, used to augment the retiree's benefits from years 2000 through 2007, would not be available after 2007. Beginning January 1, 2007, the change in life insurance coverage was made because the funds in the Life Insurance Trust Fund were no longer available to augment the premium payment required to maintain a benefit level of \$10,000.00, for a payment of \$4.20 per month by the retirees.

16. In 2006, the DSGI determined that the then-current life insurance premium of \$4.20 would support a benefit of \$2,500, and that the \$10,000 benefits would cost \$35.79. The notices provided by the July 31, 2006, letter and the 2006 Open Enrollment Package were sufficient notices of the increase in premium in that they provided a reasonable opportunity within which to make a selection of the level of coverage.

17. On December 30, 1997, the Division of Retirement received a written notice of change of address for Mr. Adkins. The new address was 217 Skye Dr. W, Jacksonville, Florida 32221.

Although Mr. Adkins had changed his address with the Division of Retirement, he did not notify the DSGI. A change of address with one division does not automatically change addresses in the other. The two divisions have different databases. During no time relevant to these proceedings have the two divisions shared databases.

18. The DSGI, through People First, used the database of the Division of Retirement to send the 2004 Benefits Statement as an experiment to determine whether DSGI undeliverable returns would decrease. The same database was also used for the mailing of the letter dated September 2, 2003. However, neither DSGI nor People First changed its database after the 2004 Benefits Statement was sent and subsequent information was mailed to the DSGI address of record, based upon the COPES system. Therefore, the letter dated July 31, 2006, and the 2006 Open Enrollment Package for the Plan Year 2007, were mailed to the same Belair address, the address of record.

19. A change of address for Mr. Adkins was not made in the database of the DSGI until December 1, 2008, when People First was provided a change of address. The only change of address that the Petitioner has alleged, was the one provided by Mr. Adkins to the Division of Retirement (only) in 1997.

CONCLUSIONS OF LAW

20. The Division of Administrative Hearings has jurisdiction of the subject matter of and the parties to this proceeding. §§ 120.569 and 120.57, Fla. Stat. (2009).

21. The Department of Management Services, Division of State Group Insurance is charged with administering the "state group insurance program," pursuant to Section 110.123(3), Florida Statutes (2009). As defined in Section 110.123(2)(k), Florida Statutes (2009):

(k) "State group insurance program" or "programs" means the package of insurance plans offered to state officers and employees, retired state officers and employees, and surviving spouses of deceased state officers and employees pursuant to this section, including the state group health insurance plan or plans, health maintenance organization plans, TRICARE supplemental insurance plans, and other plans required or authorized by law.

22. The Department of Management Services is authorized to establish the benefits to be provided and the contributions to be paid by the employees and retirees participating in the State Group Insurance Program. The relevant statute reads:

(5) Department powers and duties.--The department is responsible for the administration of the state group insurance program. The department shall initiate and supervise the program as established by this section and shall adopt such rules as are necessary to perform its responsibilities. To implement this program, the department

shall, with prior approval by the Legislature:

(a) Determine the benefits to be provided and the contributions to be required for the state group insurance program. Such determinations, whether for a contracted plan or a self-insurance plan pursuant to paragraph (c), do not constitute rules within the meaning of s. 120.52 or final orders within the meaning of s. 120.52. Any physician's fee schedule used in the health and accident plan shall not be available for inspection or copying by medical providers or other persons not involved in the administration of the program. However, in the determination of the design of the program, the department shall consider existing and complementary benefits provided by the Florida Retirement System and the Social Security System. Section 110.123, Florida Statutes.

23. As provided in Section 110.123(4)(f), Florida Statutes (2009), the Respondent cannot increase the insurance premium deducted from retirement warrants unless requested by the retiree. As provided in Section 110.123(4)(e), Florida Statutes (2009), the State cannot contribute to the premium paid by retirees that participate in the state insurance program.

24. Regarding the "Payment of premiums; contribution by state; limitation on actions to pay and collect premiums," the relevant provisions of Section 110.123, Florida Statutes, provide:

(4) (a) Except as provided in paragraph (e) with respect to law enforcement officers, correctional and correctional probation officers, and firefighters,

legislative authorization through the appropriations act is required for payment by a state agency of any part of the premium cost of participation in any group insurance plan. However, the state contribution for full-time employees or part-time permanent employees shall continue in the respective proportions for up to 6 months for any such officer or employee who has been granted an approved parental or medical leave of absence without pay. . .

(e) No state contribution for the cost of any part of the premium shall be made for retirees or surviving spouses for any type of coverage under the state group insurance program. However, any state agency that employs a full-time law enforcement officer, correctional officer, or correctional probation officer who is killed or suffers catastrophic injury in the line of duty as provided in s. 112.19, or a full-time firefighter who is killed or suffers catastrophic injury in the line of duty as provided in s. 112.191, shall pay the entire premium of the state group health insurance plan selected for the employee's surviving spouse until remarried, and for each dependent child of the employee, subject to the conditions and limitations set forth in s. 112.19 or s. 112.191, as applicable.

(f) Pursuant to the request of each state officer, full-time or part-time state employee, or retiree participating in the state group insurance program, and upon certification of the employing agency approved by the department, the Chief Financial Officer shall deduct from the salary or retirement warrant payable to each participant the amount so certified and shall handle such deductions in accordance with rules established by the department. § 110.123.

25. The letter dated July 31, 2006, and the Open Enrollment Notice, advised the retired participants that if they wished to increase the premium deduction for life insurance, they would need to authorize the increase. The Respondent could not increase deductions from retirement warrants without the permission of the retiree. See § 110.123(4)(e), Fla. Stat. (2009).

26. The evidence presented by the Respondent is sufficient to raise the presumption that the Respondent properly mailed the letter dated July 31, 2006, and that its contractor, People First, mailed the 2006 Open Enrollment Package to the address of record.

27. Regarding mailing by business entities, under Florida law, once the business presents evidence of its routine, a presumption arises that the routine was followed in the case in question. Section 90.406, Florida Statutes (2009), provides:

Evidence of the routine practice of an organization, whether corroborated or not and regardless of the presence of eyewitnesses, is admissible to prove that the conduct of the organization on a particular occasion was in conformity with the routine practice.

28. The rebuttable presumption of mailing arises upon proof that the mail was correctly addressed, paid and posted. Star Lakes Estates Ass'n, Inc. v. Auerbach, 656 So. 2d 271 (Fla. 3d DCA 1995); W.T. Holding, Inc. v. State Agency for Health Care

Administration, 682 So. 2d 1224, 1225 (Fla. 4th DCA 1996);
Camerota v. Kaufman, 666 So. 2d 1042, 1045 (Fla. 4th DCA 1996).
When something is mailed by a business, it is presumed that the
ordinary course of business was followed in mailing. Brown v.
Giffen Industries, Inc., 281 So. 2d 897 (Fla. 1973); Budget
Luxury Inns, Inc. v. Boston, 407 So. 2d 997 (Fla. 1st DCA 1982).
Proof of general office practices satisfies the requirement of
showing due mailing. Home Ins. Co. v. C & G Sporting Goods,
Inc., 453 So. 2d 121 (Fla. 1st DCA 1984). In the case of a
business, to expect evidence as to the individual actual act of
mailing, or as to receipt of the mailed item, would be
unreasonable. Torrey v. Torrey, 815 So. 2d 773, 775 (Fla. 4th
DCA 2002); Camerota v. Kaufman, 666 So. 2d 1042, 1045 (Fla. 4th
DCA 1996); Carol Johns v. Department of Management Services,
Division of Retirement, DOAH Case No. 03-2525, 20, fn. 4 (DOAH
September 25, 2003).

29. The established notification procedure, combined with
a copy of the People First computer report screen showing the
date the 2006 Open Enrollment Package was mailed, are sufficient
to raise the presumption of proper mailing of both documents,
with required postage, to the last address of record for
Mr. Adkins.

30. The Petitioner has not presented any competent
evidence that would rebut the presumption of mailing of the

letter dated July 31, 2006, nor of the 2006 Open Enrollment Package mailed by People First, to the address of record for Mr. Adkins. A denial of receipt is not itself sufficient to overcome that presumption. W.T. Holding, Inc. v. State Agency for Health Care Administration, 682 So. 2d 1224 (Fla. 4th DCA 1996).

31. The rules of the DSGI have long provided that the retiree is to notify the Department of any change in address. By Section 110.123, Florida Statutes, and Florida Administrative Code Rule Chapter 60P, DSGI has been appointed the agent for receipt of information regarding benefits, including address changes. Notice to another division within the Department of Management Services is not notice to the DSGI.

32. The evidence proves that the letter dated July 31, 2006, and the 2006 Open Enrollment Packages were duly mailed to Mr. Adkins at the last-known address of record of the DSGI. Such service by regular mail at law constitutes adequate and sufficient notice. See Shawn Taylor v. Fort Walton Beach Housing Authority, Case No. 08-6177, (DOAH September 23, 2009); Lily-Scott Formato, D/B/A Tender Loving Childbirth, Petitioner v. Agency for Health Care Administration, Case No. 03-1920MPI, (DOAH September 29, 2003) (even when the Agency providing notice believes the Petitioner has re-located to an unknown address); Michael A. Colon v. Department of Education, Division of

Vocational Rehabilitation, Case No. 03-0623 (DOAH June 9, 2003);
Lance Powersports, Inc., and Sunstate Powersports, LLC, v. Mega
Power Sports, Case No. 08-4159 (DOAH April 6, 2009).

33. Beginning on January 1, 2000, through December 31, 2006, the retiree paid a premium of \$4.20 per month for a life insurance benefit of \$10,000.00. The \$4.20 premium did not cover the cost of the life insurance for retirees, but was augmented by excess funds in the State Life Insurance Trust Fund.

34. In 2006, the DSGI determined that the State Life Insurance Trust Fund could no longer support the augmentation of the premiums paid by retirees for life insurance. The Division set out to notify the affected retirees of the necessary changes. The testimony of Laura Cutchen, Janice Lowe and Sandie Wade of the DSGI, and James West of Convergys, illustrate the lengths to which the Division and its contract provider went to provide notice to the affected participants.

35. Once the Life Insurance Trust Fund was no longer available to augment the retirees' payment of premiums, the retiree life insurance plan had to be self-supporting. The only way to accomplish that was to reduce benefits to a level supported by the current premium payments or raise the premiums to support the then-current benefit level. The Respondent gave the participants the choice of either. The deduction from

Mr. Adkins's retirement warrant could not be increased without his consent. Again, the Respondent was prohibited by statute from taking that action. Thus, for those retirees that did not respond to the letter and notices, the only option was to reduce the benefit to the amount supported by the monthly premium deduction.

36. The Administrative Law Judge has taken official recognition of the rules of the DMS, found in Florida Administrative Code Rule Chapter 60P. At all times relevant to these proceedings, and currently, those rules provide that it is the responsibility of the retiree to notify the department of a change in address.

37. As explained by Sandie Wade, the Division of State Group Insurance used the data base of the Division of Retirement to send the 2004 Benefits Statement as an experiment to determine whether DSGI undeliverable returns would decrease. Ms. Wade testified the rate of DSGI returns was about the same and therefore the Retirement database has not been used since as the addresses of record for the mailing of DSGI notices. Neither DSGI nor People First changed its database as a result of that mailing. At the time the letter dated September 2, 2003, was mailed and when the 2004 Benefits Statement was sent, the COPES system was the address of record for the DSGI. At the time the letter dated September 2, 2003 was mailed and when the

2004 Benefits were mailed, the address of record for Mr. Adkins was 2877 Belair Road E., Jacksonville, Florida 32207. It should be noted that the 2004 Benefits Statement would have been mailed in September 2003, prior to Open Enrollment.

38. The underlying question here is whether notice that was provided to the Division of Retirement, in December 1997, was notice to, or should have been notice to, the DSGI that Mr. Adkins address was changed.

39. In Section 20.22, Florida Statutes, the DSGI is created within the DMS, and its statutory responsibilities are assigned in Section 110.123(3), Florida Statutes. No other agency is given authority to act regarding state insurance benefits. The rules promulgated by the DSGI are contained in Rule Chapter 60P.

40. The Florida Retirement System is authorized and managed pursuant to Section 121, Florida Statutes, and its rules are contained in Florida Administrative Code Rule Chapters 60S, 60U, 60V, 60W and 60X.

41. There is nothing in either the rules or the statutes that would require DSGI and Division of Retirement to share address data bases. As Ms. Collins testified, it is not unusual that retirees provide different addresses for benefits and retirement. Thus, it cannot be assumed that in filing a change

of address with the Division of Retirement, a retiree also intends to file a change of address with the DSGI.

42. The rules of the DSGI have informed the retirees to notify the department in case of change in address, among other things. Fla. Admin. Code R. 60P-2.005 (re-promulgated January 31, 2002); 22K-1.205. Each of the foregoing rules was promulgated pursuant to the authority contained in Section 110.123, Florida Statutes, and are rules of the DSGI. There is no authorization that directs the Division of Retirement to receive and/or create a database for DSGI.

43. An administrative agency has no power to act in a manner that enlarges, modifies, or contravenes the authority that the legislature has delegated to it. An administrative agency cannot enlarge its own jurisdiction, Procacci v. State, Dept. of Health and Rehabilitative Services, 603 So.2d 1299, 1301 (Fla. 1st DCA. 1992); nor can it create jurisdiction or powers through an agreement. John A. McCoy Florida SNF Trust v. State, Dept. of Health and Rehabilitative Services, 589 So.2d 351, 352 (Fla. 1st DCA. 1991).

44. Further, administrative bodies or commissions, unless specifically created in the constitution, are creatures of statute and derive only the power specified therein. S.T. v. School Bd. of Seminole County, 783 So. 2d 1231 (Fla. 5th DCA 2001). Thus, an administrative agency, without common law

powers, has no inherent power to impose sanctions or grant relief and has only that authority expressly or implicitly granted it by statute. See Jonas v. Florida Dept. of Business and Professional Regulation, 746 So. 2d 1261, 1262 (Fla. 3d DCA, 2000); Department of Environmental Regulation v. Puckett Oil Co., 577 So. 2d 988, 992 (Fla. 1st DCA 1991); Randa M. Sawann, M.D. v. Department of Health, Board of Medicine, DOAH Case No. 05-3533 (DOAH March 7, 2006).

45. In this case, the Division of Retirement did not have the authority to receive an address on behalf of the DSGI. The only evidence presented is that prior to the change of address on December 1, 2008, the only address which anyone had provided to the DSGI for Mr. Adkins was the Belair address.

46. Through the combined testimonies of Mike Waller, Laura Cutchen and Janice Lowe, the DSGI has established that it mailed the notice of the change to Mr. Adkins at his address of record at the time of mailing. Through the testimony of James West, the DSGI has established that People First mailed the open enrollment package for the Plan Year 2007 to Mr. Adkins at his address of record at the time of mailing.

47. The DSGI has demonstrated that it has provided the required notice. In this case, the DSGI is not responsible for Mr. Adkins' not receiving the notices. The Department acted with due diligence and fulfilled its legal obligation to provide

notice of the change to Mr. Adkins. Alta Y. Jones, Petitioner
V. Department Of Management Services, Case No. 08-5613 (DOAH
March 13, 2009).

RECOMMENDATION

Having considered the foregoing Findings of Fact,
Conclusions of Law, the evidence of record, the candor and
demeanor of the witnesses and the pleadings of the parties, it
is

RECOMMENDED that a Final Order be entered by the Department
of Management Services, Division of State Group Insurance,
dismissing the petition in its entirety.

DONE AND ENTERED this 22nd day of January, 2010, in
Tallahassee, Leon County, Florida.



P. MICHAEL RUFF
Administrative Law Judge
Division of Administrative Hearings
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Filed with the Clerk of the
Division of Administrative Hearings
this 22nd day of January, 2010.

COPIES FURNISHED:

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.