

STATE OF FLORIDA  
BOARD OF MEDICINE

IN RE: PETITION FOR DECLARATORY STATEMENT  
OF GINO J. SEDILLO, M.D.

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**FINAL ORDER ON PETITION FOR DECLARATORY STATEMENT**

This matter came before the Board of Medicine (hereinafter the "Board") on October 1, 2011, in Tampa, Florida, for consideration of the above referenced Petition for Declaratory Statement (attached hereto as exhibit A). The Notice of Petition for Declaratory Statement was published on August 12, 2011 in the Vol. 37, No. 32, in the Florida Administrative Weekly.

Petitioner, Gino J. Sedillo, M.D., filed its Petition for Declaratory Statement on July 29, 2011. He was represented before the Board by Erin Smith Aebel and Cathleen E. O'Dowd. On August 29, 2011, Bradenton Cardiology Center (hereinafter "BCC") filed a motion to intervene in this matter (attached hereto as exhibit B). The intervener was represented by Allen R. Grossman. The Board granted Bradenton Cardiology Center's motion to intervene without objection from the Petitioner.

The petition filed by Gino J. Sedillo, M.D., inquires as to whether the payment of termination compensation to Petitioner by BCC does not constitute fee-splitting in violation of Subsection 458.331(1)(i), Florida Statutes, when such payment includes both the professional and technical components of cardiac catheterization services and procedures which are performed by or with the personal or direct supervision of Petitioner in the cardiac catheterization laboratory of which Petitioner is a shareholder.

## **FINDINGS OF FACTS**

1. Petitioner, Gino J. Sedillo, M.D., is a physician licensed pursuant to Chapter 458, Florida Statutes.
2. Petitioner was a shareholder employed by Bradenton Cardiology Center (hereinafter "BCC") as a physician rendering professional services commencing September 1, 2001, through May 13, 2011 (hereinafter "Period of Active Employment").
3. BCC, a Florida professional services corporation, represents itself as a group practice of cardiologists as defined in the Stark Statute and the Florida Patient Self-Referral Act of 1992, as amended, with executive offices located at 316 Manatee Avenue West, Bradenton, Florida, 34205.
4. BCC provides physician services. In addition, approximately three (3) years ago, BCC opened and continues to operate a cardiology catheterization laboratory (hereinafter "Cath Lab"). The Cath Lab is located within BCC's offices and is utilized by BCC's physicians, including Petitioner during the Period of Active Employment, to perform cardiac catheterization services on its own patients.
5. When Petitioner became a shareholder of BCC, he entered into an operating agreement with BCC ("hereinafter "Agreement") which established, among other things, terms of compensation during the Period of Active Employment as well as compensation upon termination of employment.
6. Such terms of compensation included compensation for professional services which included physician treatment, consultation and advice, and services incident thereto.
7. The Agreement between BCC and Petitioner does not make reference to patient referrals nor is Petitioner's compensation based upon referrals. During the Period of Active

Employment, Petitioner's compensation was based upon Petitioner's professional services and a share of the ancillary service income as divided on a per capita basis. Upon termination of employment, Petitioner's compensation is equal to 90% of Petitioner's accrued unpaid compensation which equals collections for Petitioner's professional services for a pre-defined period of time and which amount will not be reduced for any fixed, direct or capital expenses.

8. During the course of his practice, Petitioner routinely performed cardiac catheterization services and procedures for his patients in order to properly diagnose and treat his patients' ailments. Such cardiac catheterization services and procedures were performed at the physician-owned Cath Lab either by or with the personal or direct supervision of Petitioner.

9. Such cardiac catheterization services and procedures were billed by BCC to the patient, Medicare, or the patient's insurer under Petitioner's assigned provider number. The bills issued by BCC for such cardiac catheterization services and procedures did not distinguish between the professional services rendered by Petitioner or the technical component associated with such services. In fact, such services and procedures were billed globally under Petitioner's assigned provider number.

10. On September 6, 2011, after having already filed his Petition for Declaratory Statement with the Board of Medicine, Petitioner invoked the jurisdiction of the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, by voluntarily choosing to file a Complaint against BCC (Case No. 11-CA-05858).

11. The Complaint specifically invokes the jurisdiction of the Circuit Court and requests that the Court review, among other things, the same "Agreement" referenced in Petitioner's Petition for Declaratory Statement, and to determine specifically an accounting of what amounts are due to Petitioner pursuant to said Agreement.

## **CONCLUSIONS OF LAW**

12. The Board of Medicine has authority to issue this Final Order pursuant to Section 120.565, Florida Statutes, and Rule 28-105, Florida Administrative Code.

13. The Petition filed in this cause is in substantial compliance with the provisions of 120.565, Florida Statutes, and Rule 28-105.002, Florida Administrative Code.

14. For purposes of determining standing in this matter, the Petitioner, an allopathic physicians licensed pursuant to Chapter 458, Florida Statutes, is a substantially affected persons because if BCC's payment of termination compensation to Petitioner constitutes unlawful fee splitting pursuant Section 458.331(1)(i), Florida Statutes, the Board may take disciplinary action against his license.

15. The Petitioner in this matter has asked the Board to tell him whether the termination compensation he believes he is due from BCC would violate Section 458.331(1)(i), Florida Statutes. However, he has concurrently invoked the jurisdiction of the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County and requested that it review, among other things, the same "Agreement" referenced in his Petition for Declaratory Statement, and to determine specifically an accounting of what amounts are due to Petitioner pursuant to said Agreement. To accomplish the requested accounting, the Circuit Court will be required to address whether Section 458.331(1)(i), Florida Statutes, restricts or limits Petitioner's termination compensation.

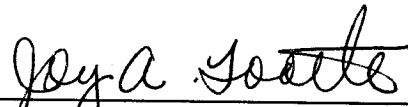
16. While Section 120.565, Florida Statutes, authorizes an agency such as the Board to provide guidance through the issuance of declaratory statements, such statements are restricted in their scope. Florida courts have generally and consistently held that administrative agencies must decline to provide a declaratory statement when the statement would address

issues currently pending in a judicial proceeding, such as is now the case with this Petition. See, *Padilla v. Liberty Mutual Insurance Company*, 832 So. 2d 916 (Fla. 1<sup>st</sup> DCA 2002); *Novick v. Department of Health, Board of Medicine*, 816 So. 2d 1237 (Fla. 5<sup>th</sup> DCA 2002), *Suntide Condominium Association v. Division of Florida Land Sales*, 504 So. 2d 1343 (Fla. 1<sup>st</sup> DCA 1987); and *Couch v. State, Department of Agriculture and Consumer Services*, 377 So. 2d 32 (Fla. 1<sup>st</sup> DCA 1979). Hence, based on the foregoing, the Board declines to answer Petitioner's inquiry.

This Final Order shall become effective upon filing with the Clerk of the Department of Health.

**DONE AND ORDERED** this 13<sup>th</sup> day of December, 2011.

**BOARD OF MEDICINE**

  
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Joy A. Tootle, Executive Director  
for George Thomas, M.D., Chair

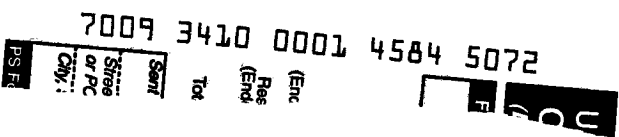
**NOTICE OF APPEAL RIGHTS**

Pursuant to Section 120.569, Florida Statutes, Respondents are hereby notified that they may appeal this Final Order by filing one copy of a notice of appeal with the Clerk of the Department of Health and the filing fee and one copy of a notice of appeal with the District Court of Appeal within 30 days of the date this Final Order is filed.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-mail transmission to: Erin Smith Aebel and Cathleen E. O'Dowd, counsel for the Petitioner, Shumaker, Loop & Kendrick, LLP, 101 E. Kennedy Blvd., Suite 2800, Tampa, FL 33602, [codowd@slk-law.com](mailto:codowd@slk-law.com), [eaebel@slk-law.com](mailto:eaebel@slk-law.com); Allen R. Grossman, counsel for the Intervener, Grossman, Furlow & Bayó, LLC, 2022-2 Raymond Diehl Road, Tallahassee, FL 32308, [A.Grossman@gfblawfirm.com](mailto:A.Grossman@gfblawfirm.com); by e-mail transmission to Edward A. Tellechea, Senior Assistant Attorney General, Office of the Attorney General PL-01 The Capitol, Tallahassee, Florida 32399-1050, [ed.tellechea@myfloridalegal.com](mailto:ed.tellechea@myfloridalegal.com); and by interoffice mail to Nicholas Romanello, General Counsel, Department of Health, 4052 Bald Cypress Way, BIN A02, Tallahassee, Florida 32399-1703, on this 14<sup>th</sup> day of December, 2011.

  
\_\_\_\_\_  
**Deputy Agency Clerk**



STATE OF FLORIDA  
BOARD OF MEDICINE

FILED  
DEPARTMENT OF HEALTH  
DEPUTY CLERK  
CLERK *Melisa Nobles*  
DATE **7-29-2011**

**PETITION FOR DECLARATORY  
STATEMENT BEFORE THE FLORIDA  
BOARD OF MEDICINE ADDRESSING  
SECTION 458.331(1)(i), F.S., ON BEHALF  
OF DR. GINO J. SEDILLO, M.D.**

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Case No.: \_\_\_\_\_

**PETITION FOR DECLARATORY STATEMENT**

COMES NOW, Gino J. Sedillo, M.D., (hereinafter "Petitioner") by and through undersigned counsel and pursuant to Section 120.565, Florida Statutes, and Rule Chapter 28-105, Florida Administrative Code, hereby petitions the Florida Board of Medicine (hereinafter "Board") for a Declaratory Statement on the facts and law presented herein.

**Background Information**

1. Petitioner, Gino J. Sedillo, M.D., is a physician licensed pursuant to Chapter 458, Florida Statutes, having been issued license number ME 76343.
2. Petitioner was a shareholder employed by Bradenton Cardiology Center (hereinafter "BCC") as a physician rendering professional services commencing September 1, 2001, through May 13, 2011 (hereinafter "Period of Active Employment").
3. BCC, a Florida professional services corporation, represents itself as a group practice of cardiologists as defined in the Stark Statute and the Florida Patient Self-Referral Act of 1992, as amended, with executive offices located at 316 Manatee Avenue West, Bradenton, Florida, 34205.
4. BCC provides physician services. In addition, approximately three (3) years ago, BCC opened and continues to operate a cardiology catheterization laboratory (hereinafter "Cath

Lab"). The Cath Lab is located within BCC's offices and is utilized by BCC's physicians, including Petitioner during the Period of Active Employment, to perform cardiac catheterization services on its own patients.

5. When Petitioner became a shareholder of BCC, he entered into an operating agreement with BCC ("hereinafter "Agreement") which established, among other things, terms of compensation during the Period of Active Employment as well as compensation upon termination of employment.

6. Such terms of compensation included compensation for professional services which included physician treatment, consultation and advice, and services incident thereto.

7. The Agreement between BCC and Petitioner does not make reference to patient referrals nor is Petitioner's compensation based upon referrals. During the Period of Active Employment, Petitioner's compensation was based upon Petitioner's professional services and a share of the ancillary service income as divided on a per capita basis. Upon termination of employment, Petitioner's compensation is equal to 90% of Petitioner's accrued unpaid compensation which equals collections for Petitioner's professional services for a pre-defined period of time and which amount will not be reduced for any fixed, direct or capital expenses.

8. During the course of his practice, Petitioner routinely performed cardiac catheterization services and procedures for his patients in order to properly diagnose and treat his patients' ailments. Such cardiac catheterization services and procedures were performed at the physician-owned Cath Lab either by or with the personal or direct supervision of Petitioner.

9. Such cardiac catheterization services and procedures were billed by BCC to the patient, Medicare, or the patient's insurer under Petitioner's assigned provider number. The bills issued by BCC for such cardiac catheterization services and procedures did not distinguish



between the professional services rendered by Petitioner or the technical component associated with such services. In fact, such services and procedures were billed globally under Petitioner's assigned provider number.

10. The manner in which Petitioner is substantially affected by Subsection 458.331(1)(i), Florida Statutes, is described further below:

#### **REQUESTED DECLARATION**

11. Petitioner respectfully requests that the Board make the following declaration: The payment of termination compensation to Petitioner does not constitute fee-splitting in violation of Subsection 458.331(1)(i), Florida Statutes, when such payment includes both the professional and technical components of cardiac catheterization services and procedures which are performed by or with the personal or direct supervision of Petitioner in the cardiac catheterization laboratory of which Petitioner is a shareholder.

#### **ISSUE**

12. Subsection 458.331(1)(i), Florida Statutes, provides in pertinent part that it is grounds for disciplinary action by the Board if a licensee is:

“Paying or receiving any commission, bonus, kickback, or rebate, or engaging in any split-fee arrangement in any form whatsoever with a physician, organization, agency, or person, either directly or indirectly, for patients referred to providers of health care goods and services, including, but not limited to, hospitals, nursing homes, clinical laboratories, ambulatory surgical centers, or pharmacies. The provisions of this paragraph shall not be construed to prevent a physician from receiving a fee for professional consultation services.”

Among other potential sanctions, violation of this law by health care providers subject to the jurisdiction of the Board may result in disciplinary action by the Board. §458.331, Florida Statutes.

13. Unlike the fee-splitting prohibitions in other states, the Florida fee-splitting prohibition only prohibits fee-splitting arrangements with a physician, organization, agency, or person in exchange for referrals.

14. The Agreement between BCC and Petitioner does not make reference to patient referrals nor is Petitioner's termination compensation based upon referrals.

15. The Board has issued declaratory statements interpreting Subsection 458.331(1)(i), Florida Statutes, based upon various facts and circumstances. In *Crow v AHCA*, 669 So.2d 1160 (Fla 5<sup>th</sup> DCA 1996), the Fifth District Court of Appeals affirmed the Board's conclusion that a physician's salary based on a percentage of the previous year's revenues and a year-end bonus based on current year revenues would each be in violation of the prohibition set forth in Subsection 458.331(1)(i), Florida Statutes. The Board further concluded that an arrangement limited only to those fees generated for the professional services of the physician and those under the physician's direct supervision without reliance on fees generated for any ancillary services (e.g. laboratory, radiology, diagnostic testing, or out-patient surgery, whether provided at the physician's practice location or elsewhere) or equipment as a result of the physician's referral of patients for such services or equipment, would be acceptable.

16. The Board's decision in *Crow* concerned the application of Section 458.331(1)(i), Florida Statutes, to a particular set of facts. In *Crow*, the physician was a sole provider who sold his practice to a management company. Dr. Crow wanted to be paid a salary plus a percentage of the overall profits of his practice which included ancillary services that he ordered and that were provided in his practice.

Unlike Crow, Petitioner is not seeking a percentage of technical fees as a result of referrals of patients to a laboratory for ancillary services nor is Petitioner seeking a percentage of technical fees from diagnostic imaging he referred and directly supervised. Instead, Petitioner is seeking full payment for cardiac catheterization services and procedures which were: (1) performed on Petitioner's patients during Petitioner's Period of Active Employment; (2) performed at a catheterization lab of which Petitioner was a shareholder; and, (3) were performed by or with the personal or direct supervision of Petitioner.

18. "Incident to" services are discussed in Sections 60, 60.1, and 60.2 of the Medicare (Internet-Only) Benefit Policy Manual (and codified at 42 C.F.R. §410.26) (collectively, the "CMS Regulations"). Section 60.1 provides that "incident to a physician's professional services means that the services or supplies are furnished as an integral, although incidental, part of the physician's personal professional services in the course of diagnosis or treatment of an injury or illness". Section 60(A) provides that "Medicare pays for services and supplies that are furnished incident to a physician's or other practitioner's services, are commonly included in the physician's or practitioner's bills, and for which payment is not made under a separate benefit category listed in §1861(s) of the Act".

19. Incident to services are those very services that are so integral to the physician's services that they are billed as though they are provided by the physician after the physician makes an initial consult with the patient and under the physician's direct supervision.

20. Services payable under the same benefit category listed under Section 1861(s) of the Social Security Act are "incident to" services. As long as diagnostic services are provided and billed in accordance with the incident to rules, payment for same does not constitute fee-splitting.

21. The cardiac catheterization services and procedures provided by or at the personal or direct supervision of Petitioner and performed at the physician-owned laboratory are an integral part of the Petitioner's personal professional services in the course of diagnosis and/or treatment of a patient's illness, are routinely included in the Petitioner's bill, and are not billed under a separate benefit category.

22. Both federal and state laws were enacted to prohibit physicians from profiting from referrals for ancillary services. The Board has in the past looked to such guidance as persuasive authority in considering such opinions. See *In re Rodriguez, et. al.*, DOH-09-0160-DS-MQA (Feb. 18, 2009). It is notable that both the federal Stark law and Section 456.053, Florida Statutes, also known as the "Patient Self-Referral Act of 1992" have seen fit to carve out and not regulate cardiac catheterization services. For example, the Federal Stark law does not list cardiac catheterization services as a designated health service that requires regulation. Moreover, the Florida Patient Self Referral Act of 1992, excepts from the definition of "referral" any orders, recommendations, or plans of action by a cardiologist for cardiac catheterization services. This is due to the very nature of the cardiac catheterization service. Unlike other diagnostic tests, it is a service or procedure that is either personally performed by the physician or with the direct or personal supervision of the physician. This distinction allows the physician to be compensated for both the professional and technical components of such cardiac catheterization services and procedures, especially when same are performed by a physician at the physician-owned laboratory, without violating the fee-splitting prohibition in Subsection 458.331(1)(i), Florida Statutes.

23. Petitioner is not aware of any currently pending litigation related to or relevant to this issue and Petitioner seeks the Board of Medicine's confirmation that the payment of

termination compensation to Petitioner does not constitute fee-splitting in violation of Subsection 458.331(1)(i), Florida Statutes, when such payment includes both the professional and technical components of cardiac catheterization services and procedures which are performed by or with the personal or direct supervision of Petitioner in the cardiac catheterization laboratory of which Petitioner is a shareholder.

WHEREFORE, Petitioner, Gino J. Sedillo, M.D., respectfully requests that pursuant to Section 120.565, Florida Statutes, the Board of Medicine issue a Declaratory Statement finding that the payment of termination compensation to Petitioner does not constitute fee-splitting in violation of Subsection 458.331(1)(i), Florida Statutes, when such payment includes both the professional and technical components of cardiac catheterization services and procedures which are performed by or with the personal or direct supervision of Petitioner in the cardiac catheterization laboratory of which Petitioner is a shareholder.

Respectfully submitted, this 28 day of July, 2011.

**Shumaker, Loop & Kendrick, LLP**

By: Erin Smith Aebel

Erin Smith Aebel

Fla. Bar No. 0092746

Cathleen E. O'Dowd

Fla. Bar No. 0794090

101 E. Kennedy Blvd., Suite 2800

Tampa, FL 33602

Phone: 813.229.7600

Fax: 813.229.1660

Counsel for Dr. Gino J. Sedillo, M.D.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 28, 2011, a true and correct copy of the foregoing Petition for Declaratory Statement was furnished by overnight delivery to the Agency Clerk, Florida Department of Health, 4052 Bald Cypress Way, Bin #A02, Tallahassee, Florida 32399-1703.

Erin Smith Aebel  
Erin Smith Aebel

STATE OF FLORIDA  
BOARD OF MEDICINE

IN RE: PETITION FOR DECLARATORY  
STATEMENT OF GINO J. SEDILLO, M.D.

Case No.:

MOTION TO INTERVENE IN PETITION FOR DECLARATORY STATEMENT  
OF GINO J. SEDILLO, M.D.

COMES NOW Bradenton Cardiology Center, a Florida professional services corporation consisting of a group practice of Florida licensed cardiologists providing services in and maintaining offices in Bradenton, Florida, who by and through undersigned legal counsel and pursuant to §120.565, Florida Statutes, hereby petitions the Florida Board of Medicine (Hereinafter "Board") to grant permission to intervene in the proceeding to consider the Petition for Declaratory Statement of Gino J. Sedillo, M.D. that has been scheduled and publicly noticed for consideration at the Board of Medicine meeting on September 30, 2011 in Tampa, Florida, for the specific purpose of participating as a party in any determination made by the Board in response to the Petition. In support thereof, Bradenton Cardiology Center states as follows:

1. Bradenton Cardiology Center maintains its offices at 316 Manatee Avenue West, Bradenton, Florida 34205 and the members of the practice group provide cardiology services throughout the general geographic area. The group's President, Alberto Montalvo, M.D., has been designated as the physician representative for Bradenton Cardiology Center. However, for purposes of this matter all correspondence and communication should be provided to

undersigned counsel for Bradenton Cardiology Center at the address, telephone number or facsimile number provided below.

2. Petitioner and Bradenton Cardiology Center are currently embroiled in a dispute over the terms of the operating agreement between the two parties specifically as to the terms of that agreement regarding compensation upon termination of a physician employee.

3. Although couched in terms of a concern regarding the application of §458.331(1)(i), Florida Statutes, the Petition of Gino J. Sedillo, M.D. is actually intended to lead the Board to issue an opinion as to the legality of a contractual arrangement between Petitioner and Bradenton Cardiology Center.

4. If the Board deems it appropriate to enter into the dispute between Petitioner and his former group practice and employer, the Board should simply reiterate its long-standing position that an employing entity may not compensate an employed physician based upon a percentage of total revenues that includes technical fees generated from the referrals of the employed physician. Such an arrangement would be a likely inducement to over-utilize such procedures for the sole purpose of increasing income for the referring physician.

5. In its Final Order in the matter of *In Re Petition for Declaratory Statement of C. Robert Crow, M.D. (1995)*, this Board correctly opined that physician compensation could appropriately be based only upon "those fees generated for the professional services of the physician and those [professional services provided] under the physician's direct supervision (such as an ARNP or PA) without reliance on fees generated for any ancillary services . . . . or



equipment [technical fees] as a result of the physician's referral of patients for such services or equipment . . . ." and that compensation arrangements based upon percentages of all fees generated by the physician and his or her referrals would violate the prohibition of §458.331(1)(i), Florida Statutes. (The Fifth District Court of Appeals, in *Crow v. Agency for Health Care Administration*, 669 So. 2d 1160 (Fla 5<sup>th</sup> DCA 1996), upheld the Board's decision in *Crow*.)

6. Petitioner asserts that the *Crow* decision and the premises therein should not apply to his situation because he is no longer an employee of Bradenton Cardiology Center. However, the reimbursement he is seeking is in return for his services while employed. Most operating agreements, similar to the agreement at issue in the current dispute between Petitioner and Bradenton Cardiology Center, include some provision for post-employment payment of a percentage of the collections made by the group as a result of services provided by the physician while still employed. Diverging from the position set forth in *Crow* would create a scenario in which physicians would be incentivized, once they decide to end employment in a group, to order medically unnecessary procedures and tests provided within the group so as to receive post-employment benefit from the value of the technical fees accrued in relation to such procedures performed while the physician was still employed in the group.

7. During his several years of employment in the group practice maintained by Bradenton Cardiology Center, consistent with the position set forth in *Crow*, Petitioner's salary and bonuses were based solely upon the collected professional fees for services he provided or that were provided under his

supervision, without consideration of that portion of the global fees attributed to the technical fees received by the group<sup>1</sup> for procedures performed by Petitioner. In fact, such fees were routinely and consistently placed into a pool of funds used to pay for overhead expenses of the group practice, with any profits realized by the group from that pool dispersed on a pro-rata basis to the shareholders of the group without deference to the referral patterns of any shareholder. This is the generally accepted method of lawfully and ethically dividing such profits between and among shareholders of a group medical practice who are also in a position to refer to the practice. Such arrangements assure that remuneration is not based upon the amount of referrals and instead only upon the ownership interest of each shareholder consistent with this Board's interpretation of law dating back to its Final Order in *In Re Petition For Declaratory Statement of Melbourne Health Associates, Inc. and John Lozito, M.D. (1987)*.

8. The interpretation requested by Petitioner would undo more than fifteen years of consistent interpretation and application of Florida law in line with the well-reasoned premise set forth in the Board's Final Order in the *Crow* case.

WHEREFORE, Bradenton Cardiology Center, respectfully requests that it be granted permission to intervene in this proceeding being held for the purpose of considering the Petition for Declaratory Statement of Gino J. Sedillo, M.D. and that in response to such Petition the Board of Medicine reiterate and affirm its

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<sup>1</sup> Although a single global fee is billed in lieu of separate bills for professional and technical fees, it is based upon an identifiable calculation of both a professional and a technical component that health care entities and employers routinely separate between the individual physician and the facility providing the equipment or other support necessary for performance of the billed procedure or service.

position in *Crow* and in so doing find that Petitioner's receipt of 90% of all collected fees generated by his referral of patients for cardiac catheterizations within Bradenton Cardiology Center's group practice, including that portion of any global fees intended to cover the technical component of such procedures, during his employment by Bradenton Cardiology Center would be a violation of §458.331(1)(i), Florida Statutes.

Respectfully submitted, this 29<sup>th</sup> day of August 2011.



Allen R. Grossman  
Fla. Bar No. 382388  
Grossman, Furlow & Bayó, L.L.C.  
2022-2 Raymond Diehl Road  
Tallahassee, FL 32309  
(850)385-1314/fax(850)385-4240

On behalf of  
Bradenton Cardiology Center

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 29, 2011, a true and correct copy of the foregoing Motion To Intervene In Petition For Declaratory Statement Of Gino J. Sedillo, M.D. was furnished by electronic mail to counsel for Petitioner Erin Smith Aebel at [eabel@slk-law.com](mailto:eabel@slk-law.com) and to Counsel for the Board of Medicine, Edward Tellechea at [ed.tellechea@myfloridalegal.com](mailto:ed.tellechea@myfloridalegal.com).



Allen R. Grossman