

Findings of Fact

The Parties stipulate and agree that the following Findings of Fact were alleged in the Verified Complaint and are the basis of the Orders in this agreement:

1. In Oklahoma, Defendant holds podiatric medical license no. 253.
2. On April 18, 2023, the American Podiatric Medical Association sent an email to OSMB containing a news article from KTUL stating Defendant had agreed to pay \$7 million to the federal government to resolve allegations that he violated the False Claims Act. The article alleged the Defendant, the owner and operator of the Valley View Foot and Ankle Center in Ada, submitted false claims to the VA for excessive medical services and for higher levels of service than what was medically reasonable or necessary for veterans receiving bioengineered skin substitutes and skin substitute-related treatment.
3. According to PACER, an electronic public access service for United States Federal Court documents, there are 3 federal court cases attributed to this licensee:
 - **Civil Action Case No. 19-CV-147-KEW** was filed on May 9, 2019, by Defendant against SMB Medical Billing Corporation. On April 6, 2021, the case was dismissed with prejudice.
 - **Civil Action Case No. 19-CV-286-KEW** was filed on August 28, 2019, by the US Eastern District of Oklahoma against Defendant in a forfeiture suit for violation of Wire Fraud, Health Care Fraud and Money Laundering.
 - **Civil Action Case No. 23- CV-03-JAR** was formally filed on Jan 3, 2023, against Defendant by the US District Court under the False Claims Act.
4. In Civil Action Case No. 19-CV-286-KEW, According to the Affidavit, in August, 2017, the VA/OIG SCFO initiated a health care fraud investigation into the podiatry clinic owned and operated by Defendant (Valley View Foot and Ankle Center - VVFAC) regarding allegations of a scheme to defraud government health insurance providers (specifically, the VA Choice / Patient-Centered Community Care program) by submitting claims for higher levels of service than what was medically reasonable or necessary, specifically skin substitutes. Due to Defendant's actions, the VA was billed \$16,523,430.00 and paid out \$12,544,012.42 to VVFAC for dates of service from August 14, 2015 – February 26, 2019, for 50 veterans receiving skin substitute and related treatment. TriWest conducted a limited desk audit on January 11, 2019, for 5 veteran patients. Of those 5, 263 visits were reviewed, of which 193 (73.3%) resulted in the billing of a skin substitute by Defendant.

5. SUMMARY OF BILLING: According to the VA Program Integrity data analysis, from February 14, 2017 – June 14, 2018, Defendant was the #1 billing podiatrist our 4,014 nationwide in VA Choice and the #1 billing provider our of 280,073 individual providers in the entire VA Choice program across the nation. A review of TriWest billing data revealed that from August 14, 2015 – February 26, 2019, Defendant billed the VA Choice program through TriWest a total of \$16,523,430.00 and TriWest paid, on VA's behalf, VVFAC a total amount of \$12,544,012.42 for skin substitute and related treatment for 50 veteran patients.
6. SETTLEMENT AGREEMENT: The settlement agreement was entered on August 24, 2022. The judgment was in the amount of \$7,000,000.00. The US took possession of assets totaling \$4,652,810.00 and the doctor was ordered to pay \$810,000.00, sell listed properties and pay proceeds toward the judgment, and make payments of a minimum of \$1,000/month to the U.S. government to satisfy the remaining balance.
7. Civil Action Case No. 23- CV-03-JAR, was formally filed on January 3, 2023, against Defendant by the US District Court under the False Claims Act for \$7,000,000.00, in which the US alleges Defendant violated provisions of the False Claims Act by submitting claims to health care programs for medically unnecessary and inappropriate levels of care from August 14, 2015 – February 26, 2019. Defendant denied the allegations and admits no liability or wrongdoing but has consented to the entry of an Agreed Judgment, consistent with the terms of the Settlement Agreement described in paragraph 8, to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of such claims.

Conclusion of Law

1. The Board has jurisdiction over the subject matter and is the duly authorized agency of the State of Oklahoma empowered to license and oversee the activities of podiatric physicians in the State of Oklahoma. 59 O.S. § 136 et seq. and Okla. Admin. Code §§ 545:1-1-1 et seq.
2. Notice was provided as required by law and the rules of the Board. 75 O.S. § 309; Okla. Admin. Code §§ 545:25-1-6.
3. The Board is authorized to suspend, revoke or order other appropriate conditions against the license of any physician or surgeon holding a license to practice podiatric medicine in the State of Oklahoma for unprofessional conduct. 59 O.S. §§ 137, 147; Okla. Admin. Code §§ 545:25-1-6.
4. The Board is authorized to accept informal disposition including consent orders agreed to by parties to a disciplinary action to resolve the action without need for a hearing. Okla. Admin. Code § 545:25-1-7.
5. Based on the foregoing, the Board finds the Defendant has committed unprofessional conduct in violation of the following:

- a. Violating or attempting to violate the provisions of the Podiatric medicine Practice Act, the Code of Ethics, or the rules of the Board in violation of 59 O.S. § 148(12); and,
- b. He shall strive to keep the respect of other legalized professions. He shall further strive to uphold the honor and maintain the dignity of the profession of podiatry; shall not unjustly stir up strife or litigation or ill will among or between members of the profession; shall not dishonorably seek to avoid performance or observance of agreements lawfully binding upon him; shall be prompt, conscientious, and fair in all professional matters, and shall endeavor to uphold and observe the law, in violation of Okla. Admin. Code § 545:1-5-9(9); and
- c. Within the purview of this Code of Ethics, it shall be deemed to be unethical conduct for any licensed podiatrist to perform any act, either of omission or commission, contrary to the true intendments and spirit expressed in this Code of Ethics in violation of Okla. Admin. Code § 545:1-5-9(13); and
- d. Any act or omission on the part of the licensee which is contrary to or in derogation of the code of ethics in violation of Okla. Admin. Code § 545:25-1-3(17); and
- e. Violation of any section of the Code of Ethics promulgated by the Board in OAC 545:1-5-9 in violation of Okla. Admin. Code § 545:25-1-3(21).

Orders

IT IS THEREFORE ORDERED by the Oklahoma State Board of Podiatric Medical Examiners as follows:

1. The Board hereby adopts the Agreement of the Parties in this Consent Order, including the findings of fact and conclusions of law stated herein.
2. The Oklahoma Medical License of **BRYAN ANDREW BLANCK D.P.M.**, shall pay a fine in the amount of five thousand dollars (\$5,000.00).
3. That the Oklahoma podiatric medical license of **BRYAN ANDREW BLANCK D.P.M.**, license no. 253, be placed on PROBATION, for a period of five (5) year, under the following terms and conditions:

Specific Terms:

- a. Defendant shall engage a Preceptor qualified in Podiatric Medicine. The identity and scope of review of the Preceptor shall be pre-approved by the President of the Board or the Board Compliance Officer with the coordination and approval of the President of the Board. The Preceptor

shall review the Podiatric Medicine Practice of Defendant and provide quarterly reports to the Board Compliance Officer. The Preceptor Agreement shall be reviewed after one year.

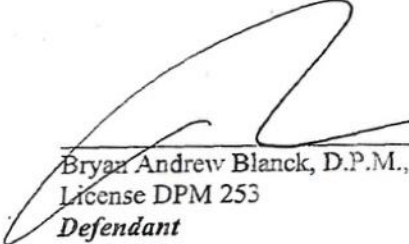
- b. This shall not require Defendant to obtain a second opinion from another practitioner prior to diagnosing or treating a patient; rather the cooperation between Defendant and the Preceptor is meant for educational purposes only.
- c. The engagement between the Preceptor and Defendant shall be reviewed annually by the President of the Board or the Board Compliance Coordinator with the coordination and approval of the President of the Board and may be continued or released at the President's discretion.
- d. The Defendant shall be responsible for any costs of mentoring by the Preceptor.
- e. Defendant shall agree to a random review of medical and billing charts by the President of the Board or the Board Compliance Officer with the coordination and approval of the President of the Board twice per year without subpoena.

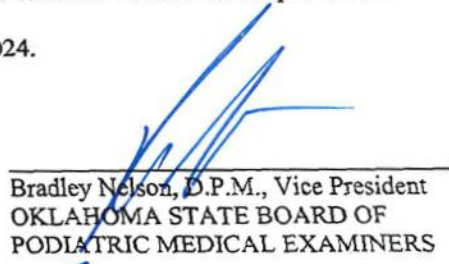
Standard Terms:

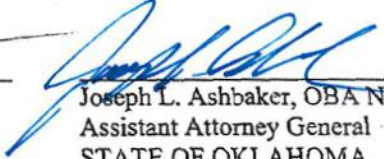
- f. Defendant shall conduct his practice in compliance with the Oklahoma Podiatric Medicine Practice Act ("Act") as interpreted by the Board. Any question of interpretation regarding the Act or this Order shall be submitted in writing to the Board, and no action based on the subject of the question will be taken by Defendant until clarification of interpretation is received by Defendant from the Board or its authorized designee. 59 O.S. § 136, *et seq.*
- g. Defendant shall furnish a file-stamped copy of this Order stipulating terms imposed by the Board, to each and every state in which he holds licensure and to any current or future employer.
- h. Defendant shall keep the Board informed of his current address.
- i. Defendant shall keep current payment of all assessments by the Board for prosecution, investigation and monitoring of his case.
- j. Until such time as all indebtedness to the Board has been satisfied, Defendant shall reaffirm said indebtedness in any bankruptcy proceeding.
- k. Upon request, Defendant shall make himself available for one or more personal appearances before the Board or its authorized designee.

- l. Defendant shall submit any required reports and forms on a timely and prompt basis to the Board or authorized designee.
 - m. If Defendant moves his residence or practice location out of the State of Oklahoma during this Order, this Order will be tolled until such time as Defendant returns to the State of Oklahoma and begins practicing within the state. Defendant will notify the Board prior to moving out-of-state.
 - n. Failure to meet any of the terms of this Order will constitute cause for the Board to initiate additional proceedings to suspend, revoke or modify Defendant's license after due notice and hearing.
4. Promptly upon receipt of an invoice, Defendant shall pay all costs of this action authorized by law, including without limitation, legal fees, investigation costs, staff time, salary and travel expenses, witness fees and attorney's fees.
5. A copy of this Order shall be provided to Defendant as soon as it is processed.

Dated this 3rd day of May, 2024.


Bryan Andrew Blanck, D.P.M.,
License DPM 253
Defendant


Bradley Nelson, D.P.M., Vice President
OKLAHOMA STATE BOARD OF
PODIATRIC MEDICAL EXAMINERS

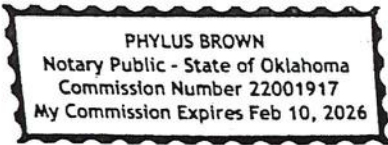

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ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF Pontotoc) ss.

This instrument was acknowledged before me on the 3rd day of May, 2024, by Bryan Andrew Blanck.



Phylus Brown
Notary Public
Commission Expiration: Feb 10, 2026

Certificate of Service

This is to certify that on the 13 day of May, 2024, a true and correct copy of this Order was transmitted as indicated, postage prepaid, to the following:

U.S. Certified Mail
Bryan Andrew Blanck, D.P.M.
Valley View Foot & Ankle Center PLLC
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Ada, OK 74820
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Attorney for Plaintiff,
Oklahoma State Board of Podiatric Medical
Examiners

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