

**FILED**

**BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS**

NOV 04 1992

IN THE MATTER OF )  
Kevin L. Ripperger, D.O. )  
KANSAS LICENSE NO. 23483 )

**KANSAS STATE BOARD OF  
HEALING ARTS**  
CASE NOS. 93-00049

STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board"), and Kevin L. Ripperger, D.O. (Licensee) and stipulate and agree as follows:

1. The Board is the sole and exclusive regulatory agency in the State of Kansas regarding the practice of the healing arts, specifically the practice of medicine and surgery.

2. Licensee was previously licensed in the State of Kansas authorized to engage in the practice of medicine and surgery having been issued License No. 23483, issued originally on January 20, 1962.

3. (confidential)  
(confidential)

4. The Board has jurisdiction pursuant to K.S.A. 1991 Supp.

65-2838(a) to impose appropriate discipline if Licensee has committed an act in violation of the Healing Arts Act,

and for the jurisdiction reasons set forth in paragraph 3 above. Under the provisions of K.S.A. 1991 Supp. 65-2838(b), the Board has the authority to enter into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

5. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all issues without the necessity of proceeding to a formal disciplinary hearing. The terms and conditions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** are entered into between the undersigned parties and is submitted for the purpose of allowing these terms and conditions to become an Order of the Board.

This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall not become binding on the Board until an authorized signature is affixed on the last page of this document. Upon signature by Licensee to this document it shall be deemed a unilateral contract and agreement and shall bind Licensee to all terms and conditions set forth in the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** whether or not the Board signature is affixed to the document. Licensee acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

6. In consideration of the conditions, terms, covenants and promises contained herein, the parties agree as follows:

a) The Board is the duly authorized administrative

agency in the State of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of osteopathy.

b) Licensee admits that the form of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** and is lawfully constituted to consider this matter to include consideration of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

Licensee further acknowledges that the Kansas Healing Arts Act as set forth in the statute and is recited in the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** is constitutional on its face and as applied in this case.

Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** as it relates to the Kansas Healing Arts Act.

c) In lieu of presenting the investigative data to

the Board, Kevin L. Ripperger, D.O. stipulates and agrees as follows:

i) There will be no findings as to the underlying violation of liability on the part of Licensee.

ii) (confidential)  
(confidential)

iii) (confidential)  
(confidential)

iv) (confidential)  
(confidential)

v) (confidential)

(confidential)

vi) The Kansas State Board of Healing Arts reserves the right to modify any element of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER.**

d) Licensee does not admit as true any allegations in paragraph 3 of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER.** However, Licensee will not contest or dispute said allegations. It is the intent and purpose of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** to provide for settlement of all such issues without the necessity of proceeding to a formal disciplinary hearing.

e) Licensee further understands and agrees that by entering into this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER,** he is waiving his right to a hearing. Licensee voluntarily and knowingly waives his rights to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as maybe desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

7. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties; Kansas State Board of Healing Arts and Kevin L. Ripperger, D.O.

8. Licensee acknowledges that this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** has been entered into freely and voluntarily given.

9. Licensee hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, both administrative and civil, to include the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions; K.S.A. 77-601 et seq. This release shall forever discharge the Board of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** or the content of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

10. Licensee acknowledges he has read or has had read to him all of the numbered paragraphs above, 1 through 9 and fully understands the contents and has received a copy of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**.

11. Upon execution of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by the affixing of a Board authorized signature below, the provisions of this **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall become an Order of the Board and shall be deemed a proper and lawful **ENFORCEMENT ORDER** under K.S.A. 1991 Supp. 65-2838. This **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** shall constitute the Board's order when filed with the Office of General Counsel for the Board and no further Order is required.

**IN WITNESS WHEREOF** the parties have executed this agreement on this 4th day of November, 1992.

KANSAS STATE BOARD OF HEALING ARTS



\_\_\_\_\_  
Rex Wright, D.C.  
Kansas Board of Healing Arts President

11-4-92

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kevin L. Ripperger, D.O.  
Licensee

9-15-92

\_\_\_\_\_  
Date

Prepared and Approved by:

*Debra L. Billingsley*

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Debra L. Billingsley  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603  
(913) 296-7413

**CERTIFICATE OF SERVICE**

I, Debra L. Billingsley, Disciplinary Counsel, Kansas State Board of Healing Arts, hereby certify that I served a true and correct copy of the attached **STIPULATION AND AGREEMENT and ENFORCEMENT ORDER** by United States Mail, postage prepaid, on this 4 day of November, 1992 to the following:

Kevin L. Ripperger, D.O.  
2465 East Raynell  
Springfield, Missouri 65804

and the original hand-delivered to:

Steve A. Schwarm  
General Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603

  
Debra L. Billingsley

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

IN THE MATTER OF )  
Kevin L. Ripperger, D.O. )  
Kansas License No. 23483 )  
\_\_\_\_\_ )

CASE NO. 92-00049

NOV 19 1992

**KANSAS STATE BOARD OF  
HEALING ARTS**

NUNC PRO TUNC

COMES NOW, Debra L. Billingsley, Disciplinary Counsel for the  
Kansas Board of Healing Arts and states as follows:

That the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** filed  
with the Kansas Board of Healing Arts in the above captioned case  
on November 4, 1992 inadvertently stated that in paragraph 1 the  
Board is the exclusive regulatory agency regarding the practice of  
medicine and surgery. This should be corrected to read throughout  
that the Board is the exclusive regulatory agency regarding the  
practice of osteopathy.

Further, that in paragraph 2 Licensee is authorized to engage  
in the practice of osteopathy rather than medicine and surgery and  
that Licensee was originally issued a license in Kansas on December  
7, 1990 rather than January 20, 1962 as stated in the **STIPULATION  
AND AGREEMENT AND ENFORCEMENT ORDER** filed November 4, 1992.

RESPECTFULLY, SUBMITTED

*Debra L. Billingsley*  
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Debra L. Billingsley, #13264  
Disciplinary Counsel

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NUNC PRO TUNC  
Kevin L. Ripperger, D.O.

Kansas State Board of Healing Arts  
235 S. Topeka  
Topeka, Kansas 66603

CERTIFICATE OF SERVICE

I, Debra L. Billingsley, Disciplinary Counsel, Kansas State Board of Healing Arts, hereby certify that I served a true and correct copy of the attached **NUNC PRO TUNC** by United States Mail, postage prepaid, on this 19 day of November, 1992 to the following:

Kevin L. Ripperger, D.O.  
2465 East Raynell  
Springfield, Missouri 65804

and the original hand-delivered to:

Lawrence T. Buening  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603

  
Debra L. Billingsley