

# QuickConfirm License Verification Report

Primary Source Boards of Nursing Report Summary for

## DARRELL WAYNE FRENCH [NCSBN ID: 41979053]

Saturday, February 18 2017 09:28:56 AM

### Disclaimer of Representations and Warranties

Through a written agreement, participating individual state boards of nursing designate Nursys as a primary source equivalent database. NCSBN posts the information in Nursys when, and as, submitted by the individual state boards of nursing. NCSBN may not make any changes to the submitted information and disclaims any responsibility to update or verify such information as it is received from the individual state boards of nursing. Nursys displays the dates on which a board of nursing updated its information in Nursys.

This report is not sufficient when applying to another board of nursing for licensure. Use the "Nurse License Verification for Endorsement" service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act, which includes nurse scope of practice and privileges and information about advanced nursing practice roles (practice privileges, prescription authority, dispensing privileges & independent practice privileges).

All Discipline/final orders data are submitted by the primary source Boards of Nursing. Please contact the boards of nursing for all questions.

Name on license	Type	State	License	Active	Original Issue Date	Expiration Date	Compact Status	Discipline	Discipline Against Privilege to Practice
FRENCH, DARRELL WAYNE	PN	OHIO	086448	NO	05/24/1991	08/31/2014	N/A	YES	N/A
<b>Primary source Boards of Nursing discipline/final orders</b> <b>Contact the boards of nursing for any questions</b> <ul style="list-style-type: none"> <li>• <b>Discipline/Final Orders state:</b> OHIO</li> <li>• <b>Date action was taken:</b> 05/15/2009</li> <li>• <b>Against privilege to practice (PTP):</b> N/A</li> <li>• <b>Basis for action</b> <ul style="list-style-type: none"> <li>◦ <b>NPDB code:</b> A4 - PRACTICING WITHOUT VALID LICENSE</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• <b>NPDB code:</b> 1125 - PROBATION OF LICENSE</li> <li>• <b>NPDB code:</b> 1173 - PUBLICLY AVAILABLE FINE/MONETARY PENALTY</li> <li>• <b>Initial action date:</b> 05/15/2009</li> <li>• <b>Effective date(s):</b> 05/15/2009 - INDEFINITE/UNSPECIFIED</li> <li>• <b>Is license automatically reinstated after the effective date(s):</b> NOT SUPPLIED</li> <li>• <b>Official primary source board order(s). Also check with the board of nursing for any subsequent or superseding orders.</b> <ul style="list-style-type: none"> <li>◦ French_Deryle PN086448.pdf</li> </ul> </li> </ul>									

### License type information

- **RN:** Registered Nurse
- **PN:** Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- **CNP:** Certified Nurse Practitioner
- **CNS:** Clinical Nurse Specialist
- **CNM:** Certified Nurse Midwife
- **CRNA:** Certified Registered Nurse Anesthetist

# Official primary source board order(s) are attached for the following discipline/final orders.

Also check with the board of nursing for any subsequent or superseding orders.

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## Primary source Boards of Nursing discipline/final order

### Contact the boards of nursing for any question

- **Discipline/Final Orders state:** OHIO
  - **Date action was taken:** 05/15/2009
  - **Against privilege to practice (PTP):** N/A
  - **Basis for action**
    - **NPDB code:** A4 - PRACTICING WITHOUT VALID LICENSE
- 

- **NPDB code:** 1125 - PROBATION OF LICENSE
- **NPDB code:** 1173 - PUBLICLY AVAILABLE FINE/MONETARY PENALTY
- **Initial action date:** 05/15/2009
- **Effective date(s):** 05/15/2009 - INDEFINITE/UNSPECIFIED
- **Is license automatically reinstated after the effective date(s):** NOT SUPPLIED
- **Official primary source board order(s). Also check with the board of nursing for any subsequent or superseding orders.**
  - French\_Deryle PN086448.pdf



## Ohio Board of Nursing

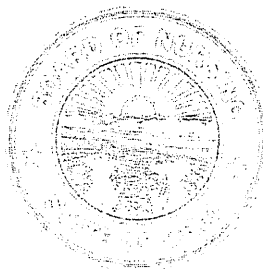
[www.nursing.ohio.gov](http://www.nursing.ohio.gov)

17 South High Street, Suite 400 • Columbus, Ohio 43215-7410 • (614) 466-3947

I certify that the attached records are a true copy of Ohio Board of Nursing disciplinary records.

*Betsy J. Houchen*

Betsy Houchen, R.N., M.S., J.D.  
Executive Director





# Ohio Board of Nursing

www.nursing.ohio.gov

17 South High Street, Suite 400 • Columbus, Ohio 43215-7410 • (614) 466-3947

**CONSENT AGREEMENT  
BETWEEN  
DERYLE WAYNE FRENCH, L.P.N.  
AND  
OHIO BOARD OF NURSING**

This Consent Agreement is entered into by and between **DERYLE WAYNE FRENCH, L.P.N. (MR. FRENCH)** and the Ohio Board of Nursing (Board), the state agency charged with enforcing Chapter 4723. of the Ohio Revised Code (ORC), and all administrative rules promulgated thereunder.

**MR. FRENCH** voluntarily enters into this Consent Agreement being fully informed of his rights under Chapter 119, ORC, including the right to representation by legal counsel and the right to a formal adjudicative hearing on the issues considered herein.

This Consent Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4723.28, ORC, to deny, permanently revoke, revoke, suspend, or place restrictions on any license issued by the Board; reprimand or otherwise discipline a licensee; or impose a fine of five hundred dollars (\$500.00) or less per violation. Section 4723.28(B)(2), ORC, authorizes the Board to impose sanctions for engaging in the practice of nursing, having failed to renew a license. Section 4723.28(B)(16), ORC, authorizes the Board to discipline a licensee for a violation of this chapter or any rules adopted under it. Section 4723.03(B), ORC, states that no person shall engage in the practice of nursing as a licensed practical nurse, represent the person as being a licensed practical nurse, or use the title "licensed practical nurse," the initials "L.P.N." or any other title implying that the person is a licensed practical nurse, for a fee, salary, or other consideration, or as a volunteer, without holding a current, valid license as a licensed practical nurse under this chapter.
  
- B. **MR. FRENCH** knowingly and voluntarily admits to the following:

- 1) On May 24, 1991, **MR. FRENCH** was initially issued a license to practice nursing in Ohio as a licensed practical nurse, PN-086448, and his license lapsed on October 27, 2004.
- 2) For approximately 4 years between October 27, 2004 until on or about October 23, 2008, **MR. FRENCH** worked in Ohio as a licensed practical nurse without holding a current, valid license. During this period, **MR. FRENCH** was employed as a School Nurse at TCP World Academy (TCP), and his name and L.P.N. credentials appeared on an internet website for the school.
- 3) On October 7, 2008, **MR. FRENCH** was interviewed by a Board Investigator and was directed to immediately cease and desist working as a nurse and/or holding himself out as a nurse. **MR. FRENCH** reported to the Board Investigator that it would take time for him to change the information posted on the internet website for the school, and **MR. FRENCH** continued to appear on the above referred internet website until at least October 23, 2008.
- 4) On October 23, 2008, **MR. FRENCH** submitted a statement to the Board that reported he was no longer holding himself out as a nurse and was not practicing as a nurse. **MR. FRENCH** further expressed remorse for his prior actions and willingness to cooperate with the Board. **MR. FRENCH** is currently working at TCP in a non-nursing position and no longer appears on TCP's internet website.
- 5) **MR. FRENCH** has submitted a renewal application that is currently pending before the Board.

#### AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, **MR. FRENCH** knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

In regard to **MR. FRENCH** working as a licensed practical nurse without a valid, current license, **MR. FRENCH** knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

1. **MR. FRENCH** is hereby fined five hundred dollars (\$500.00). **MR. FRENCH** shall pay the fine of five hundred dollars (\$500.00) to the Board by **November 1, 2009**, payable to the "Treasurer, State of Ohio". This fine of five hundred dollars (\$500.00) shall be submitted to the State of Ohio, Board of Nursing, located at 17 South High Street, Suite 400,

Columbus, Ohio, 43215-7410. The Board will accept payment by money order, cashier's check, or by a certified bank check.

In regard to the allegations set forth in Paragraph B. 3) above, **MR. FRENCH's** knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations: upon completion of the licensure renewal process, **MR. FRENCH's** license to practice nursing as a licensed practical nurse in Ohio shall be renewed and suspended indefinitely. Such suspension shall be stayed subject to the following PROBATIONARY terms, conditions, and limitations for a minimum period of at least ONE (1) YEAR:

1. **MR. FRENCH** shall obey all federal, state, and local laws, and all laws and rules governing the practice of nursing in Ohio.
2. **MR. FRENCH** shall appear in person for interviews before the full Board or its designated representative as requested by the Board or its designee.

#### **Continuing Education Requirements**

3. **MR. FRENCH** shall, in addition to the requirements of licensure renewal, successfully complete and submit satisfactory documentation of successful completion of the following continuing education by **July 1, 2009**: two (2) hours of Ohio nursing law and rules and eight (8) hours of Professionalism/Ethics.

#### **Employment Conditions**

4. **MR. FRENCH** shall notify the Board, in writing, of the name and address of any current employer or any new employer prior to beginning employment.
5. **Within fifteen (15) days following the effective date of this Consent Agreement, MR. FRENCH** shall provide his current employer(s) with a copy of this Consent Agreement.
6. **MR. FRENCH** shall be under a continuing duty to provide a copy of this Consent Agreement to any new employer prior to accepting employment in a position in which a nursing license is required. **MR. FRENCH** shall have his employer(s), if working in a position where a nursing license is required, submit written reports regarding job performance **on a quarterly basis beginning July 1, 2009**. **MR. FRENCH** shall have his employer(s) send documentation to the Board, along with the first employer report, of receipt of a copy of this Consent Agreement, including the date the Consent Agreement was received.

### **Reporting Requirements of Licensee**

7. **MR. FRENCH** shall report to the Board, in writing, any violation of this Consent Agreement within thirty (30) days of the occurrence of the violation.
8. **MR. FRENCH** shall sign release of information forms allowing health professionals and other organizations to submit the requested documentation directly to the Board.
9. **MR. FRENCH** shall submit any and all information that the Board may request regarding his ability to practice according to acceptable and prevailing standards of safe nursing practice.
10. **MR. FRENCH** shall not submit or cause to be submitted any false, misleading, or deceptive statements, information, or documentation to the Board or to employers or potential employers.
11. **MR. FRENCH** shall submit the reports and documentation required by this Consent Agreement on forms specified by the Board. All reporting and communications required by this Consent Agreement shall be made to the Compliance Unit of the Board.
12. **MR. FRENCH** shall submit the reports and documentation required by this Consent Agreement or any other documents required by the Board to the attention of the Compliance Unit, Ohio Board of Nursing, 17 South High Street, Suite 400, Columbus, OH 43215-7410.
13. **MR. FRENCH** shall verify that the reports and documentation required by this Consent Agreement are received in the Board office.
14. **MR. FRENCH** shall inform the Board within five (5) business days, in writing, of any change in employment status or of any change in residential or home address or telephone number.

### **Temporary Practice Restrictions**

**Unless otherwise approved in advance by the Board or its designee, MR. FRENCH** shall not practice nursing as a licensed practical nurse (1) for agencies providing home care in the patient's residence; (2) for hospice care programs providing hospice care in the patient's residence; (3) for staffing agencies or pools; (4) as an independent provider where the nurse provides nursing care and is reimbursed for services by the State of Ohio through State agencies or agents of the State; or (5) for an individual or group of individuals who directly engage **MR. FRENCH** to provide nursing services for fees, compensation, or other consideration or as a volunteer.

**Unless otherwise approved in advance by the Board or its designee, MR. FRENCH** shall not function in a position or employment where the job duties or requirements involve management of nursing and nursing responsibilities, or supervising and evaluating nursing practice. Such positions include, but are not limited to, the following: Director of Nursing, Assistant Director of Nursing, Nurse Manager, Vice President of Nursing.

#### **FAILURE TO COMPLY**

**MR. FRENCH** agrees that his license to practice nursing as a licensed practical nurse will be automatically suspended if it appears to the Board that **MR. FRENCH** has violated or breached any terms or conditions of the Consent Agreement. Following the automatic suspension, the Board shall notify **MR. FRENCH** via certified mail of the specific nature of the charges and automatic suspension of his license. Upon receipt of this notice, **MR. FRENCH** may request a hearing regarding the charges.

The above described terms and conditions shall constitute "restrictions placed on a license" for purposes of Section 4723.28(B), ORC. If, in the discretion of the Board, **MR. FRENCH** appears to have violated or breached any terms or conditions of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

#### **MODIFICATION OF TERMS**

The terms, limitations, and conditions of this Consent Agreement may be modified or terminated, in writing, at any time upon the agreement of both **MR. FRENCH** and the Board.

The Board may only alter the probationary period imposed by this Consent Agreement if: (1) the Board determines that **MR. FRENCH** has complied with all aspects of this Consent Agreement; and (2) the Board determines that **MR. FRENCH** is able to practice according to acceptable and prevailing standards of safe nursing care without Board monitoring, based upon an interview with **MR. FRENCH** and review of the reports as required herein. Any period during which **MR. FRENCH** does not work in a position for which a nursing license is required shall not count toward fulfilling the probationary period imposed by this Consent Agreement.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

**MR. FRENCH** acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

**MR. FRENCH** waives all of his rights under Chapter 119, ORC, as they relate to matters that are the subject of this Consent Agreement.

**MR. FRENCH** waives any and all claims or causes of action he/she may have against the Board, and its members, officers, employees and/or agents arising out of matters that are the subject of this Consent Agreement.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, ORC. The information contained herein may be reported to appropriate organizations, data banks and governmental bodies.

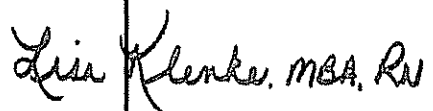
This Consent Agreement is not an adjudication order as discussed in Chapter 119, ORC. Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedures Act, Chapter 119, ORC.

**EFFECTIVE DATE**

**MR. FRENCH** understands that this Consent Agreement is subject to ratification by the Board prior to signature by the Board President and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
DERYLE WAYNE FRENCH, L.P.N.

4-9-09  
DATE

  
\_\_\_\_\_  
LISA KLENKE, President  
Ohio Board of Nursing

5-15-09  
DATE