

July 25, 2025

Subject: Response to NAACLS self-study review report for Phillips Community College of the University of Arkansas (PCCUA)

To: Julie Braglia and the NAACLS site visit team

Thank you for your thorough review of our self-study submission for the Phlebotomy program at PCCUA. We appreciate the time and effort the NAACLS review team dedicated to evaluating our materials and providing constructive feedback.

We have carefully reviewed each of the concerns and recommendations outlined in the Self-Study Review Report and we provide the following responses and documentation as requested:

Standard I and IV.A

Reviewer Concern: East Arkansas Family Medical Center listed in Program Handbook, not listed in self-study nor agreement provided. Baptist Health Medical Center not published in handbook

Program Response: East Arkansas Family Medical Center (EAFMC) was approved as a clinical site to accommodate the request of a particular student. However, the student never attended her clinical placement due to COVID-19; therefore, EAFMC was ultimately never utilized. The clinical contract that was obtained at that time is attached. Baptist Health Medical Center was approved as a clinical site after that handbook was published. Changes have been made to the handbook to reflect the addition of Baptist Health Medical Center and the removal of EAFMC.

Standard II.C

Reviewer Concern: Evaluation of implemented changes are not documented in assessment plan.

Program Response: The documentation for evaluation of implemented changes was inadvertently left out of the self-study. That document is attached to this response letter.

Respectfully,

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Attachments: EAFMC contract Handbook change Assessment of implemented changes

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AFFILIATION AGREEMENT MLT/PLB Programs

I. PARTICIPATING AGENCIES

This agreement between The Board of Trustees of the University of Arkansas acting for and behalf of Phillips Community College of the University of Arkansas (hereinafter referred to as the "Institution"), and East Arkansas Family Health Center-Helena (hereinafter referred to as the "Agency"), shall be effective from January 1, 2020 and continue until such time as either party notifies all concerned in writing at least one semester prior to the end of desired termination. The decision to terminate relationship must allow sufficient time for currently enrolled students to complete clinical rotation.

II. PURPOSE OF THE AGREEMENT.

Both parties agree to enter into this Agreement (hereinafter referred to as the "Agreement") and state that the purpose of this Agreement is to provide a comprehensive learning experience for students (hereinafter referred to as "Participants") of the Institution within the Agency's clinical setting.

III. GENERAL PROVISIONS OF AGREEMENT

- A. In accordance with provisions of federal and state Laws regarding discrimination, both parties agree that there will be no distinction in employment or placement unless permitted by law because of age, race, gender, gender identity, national origin, disability religion, marital or parental status, veteran status, genetic information, sexual orientation, or receipt of public assistance, and the parties agree to adhere to the provisions of federal and state laws regarding discrimination.
- B. This Agreement shall be subject to review and renewal annually by a Letter of Agreement, provided, however, that either party shall have the right to terminate this Agreement upon one semester's written notice.
- C. The schedule of the Participant's course work experience will be determined in advance of the Participant's experience by mutual agreement of the Institution and the Agency.

IV. SPECIFIC RESPONSIBILITIES OF THE INSTITUTION

The Institution is responsible for the following:

- A. To designate a course coordinator to act as liaison with the appropriate designated Agency's personnel.
- B. To ensure that Participants have the necessary requirements and MLT or

Phlebotomy course prerequisites as established by the required course work in the Institution's Catalog.

- C. To Inform the Participants of the Agency's rules and regulations and ensure that the Participants meet the necessary qualifications to participate under this Agreement.
- D. The Institution shall require all participating MLT and Phlebotomy students, faculty and other personnel of the Institution to maintain and provide proof of liability insurance in an amount satisfactory to the Institution and Agency. Such insurance shall be with an insurance company reasonably acceptable to the Agency and in accordance with the provisions and requirements of any applicable laws of the State of Arkansas. Upon request by Agency, each MLT and Phlebotomy student, faculty or other personnel of the Institution shall provide to Agency an acceptable certificate of insurance evidencing such insurance coverage, which shall include an endorsement if available from the insurance carrier which provides that such insurance shall not be modified, non-renewed or canceled except upon thirty (30) days prior written notice to Agency.
- E. To abide by the Agency's policies.
- F. To evaluate the clinical experience with the Agency's designated personnel.
- G. To wear appropriate attire and adequate identification.
- H. To comply with any health requirements the Agency determines as needed by the course coordinator or Participants before they interact with the Agency's clients (e.g., TB skin test, MMR, Varicella, Influenza, and Hepatitis B vaccinations).
- To provide course coordinator supervision of Participants who provide client care, except in specific instances when other provisions are made with the Agency's personnel.
- J. To obtain prior written approval of the Agency before publishing any material related to the learning experience provided under the Agreement's terms.
- To provide proof of background check and/or affidavit.

V. SPECIFIC RESPONSIBILITIES OF THE AGENCY

- A. To serve as a clinical laboratory in which Participants may be assigned for educational experience.
- B. To provide a coordinator from its staff to act as the liaison with the Institution's designate in this Agreement.

- C. To provide first ald for work related accidents to Participant's. In the event the accident is a blood borne pathogen (BBP) or other potentially infectious materials (OPIM) exposure, the Agency will provide at no cost to the participant the initial testing on Participant and source as outlined in OSHA Standards.
- D. To provide staff for the Institution's course coordinators and Participants orientation to the Agency.
- E. To provide Participants with a written copy of the policies and procedures that pertains to the Participants.
- F. To provide staff time for planning with the Institution's faculty for suitable Participant experiences.
- G. To provide and maintain adequate, qualified, supervisory personnel in those areas where the Participant's are assigned.
- H. To provide adequate conference room space, storage space, and necessary instructional materials when appropriate.
- I. To provide the required supplies such as gloves, and protective clothing, which enable standard precautions to be implemented, should such action, be necessary for the Participant's protection. Also, Participant should be informed of the location of these materials and have access to these materials during the period of time in which the Participant is performing the Institution's course at the Agency.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANTS

The Participant, assigned to work with the Agency through this agreement, shall have the following responsibilities:

- A. To wear appropriate attire and identification while performing client care for the Agency.
- B. To comply with the Agency's policies and procedures.
- C. To obtain prior written approval of both parties to this agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

VII. CONFIDENTIALITY

A. The Institution, its students, employees, agents and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics.

- B. All patient records shall remain the property of the Agency. Retention and release shall be in accordance with applicable regulations, policies, and procedures. Access and use of patient information is restricted to only what is necessary to provide the service so noted herein.
- C. Institution will ensure that its students, employees, agents, and representatives will comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. Students, employees, agents, and representatives shall keep Protected Health Information confidential from third parties and use such information only for matters of treatment.

VIII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The Agency shall reserve the right to make the Institution to withdraw any Participant from its facility whose conduct and work with the clients or personnel is not in accordance with the policies and procedures of the Agency or is detrimental to clients or others. If the Agency should request that the Institution remove a Participant from the Agency because the Participant has committed academic misconduct or is determined to be a safety hazard to himself or herself, clients or other Participants, the Agency will provide the Institution all information (except for information which violates privacy laws) used in any decision to discipline or return the Participant to the Institution.

IX. MODIFICATION OF AGREEMENT

Modification of this Agreement may be made by mutual consent of the parties, in writing, and attached to this Agreement, and shall include the date and the signature of the parties agreeing to the modification.

X. INVESTIGATION OF OCCURRENCES

Should a claim arise in which the Institution and/or one of the Institution's Participants are involved, the Institution or its duly authorized agent has the authority to participate in the investigation(s) or to obtain such information from the Agency as may be required in the defense of claims related to Participant or course coordinator actions.

XI. COPIES OF THE AGREEMENT

A copy of this signed Agreement shall be placed in the Institution's file and be available at the Agency.



PCCUA PHLEBOTOMY
STUDENT HANDBOOK
2025-2026

periods and are not to be used by the clinical facility as a replacement of paid laboratory personnel.

PLB CLINICAL FACILITIES

CrossRidge Community Hospital/ Wynne, AR

DeWitt Hospital & Nursing Home/ DeWitt, AR

Forrest City Medical Center/ Forrest City, AR

Helena Regional Medical Center/ Helena, AR

Northwest Mississippi Regional Medical Center / Clarksdale, MS

UAMS East/ Helena, AR

Baptist Health Medical Center/ Stuttgart, AR

Evaluation of Phlebotomy Program Implemented Changes Phillips Community College of the University of Arkansas Fall 2019-Present

changes are implemented based on observations made by faculty and lab managers. Additionally, some modifications Implemented Changes: Since learning outcomes in the Phlebotomy program are consistently being met, most are made to ensure continuity and alignment between the MLT and Phlebotomy programs.

Effectiveness of change	F21- 4 of 4 students successfully completed the competency checkoff S22- 2 of 2 students successfully completed the competency checkoff F22- 2 of 2 students successfully completed competency checkoff competency checkoff	S21- 2 of 6 students were academically dismissed due to failing test rate policy, with the remaining 4 student average final exam score 87. F21- No students were academically dismissed. Average final exam score 87 S22- No students were academically dismissed. Average final exam score 90 Average final exam score 90
Expected Outcome	Students will complete the competency checkoff process prior to beginning clinical training.	Students must pass a minimum of 70% of the tests in both PLB 114 and PLB 124 courses.
Assessment Method	Analysis of the Check-Off document	Analysis of comprehensive final exams
Implemented Change	Fall 21 Competency checkoffs implemented The program director and faculty recognized the need for a structured and objective method to document students' readiness for clinical training to ensure that the competency SLO for the program is being met.	Spring 21 Test Pass Rate policy implemented In response to a decrease in overall test scores and low performance on the comprehensive final exam (average of 82 in F20), a Test Pass Rate policy was implemented in Spring 2021. This policy was also established to align with the academic standards of Allied Health programs.
Frequency of Assessment	At the completion of each semester for 3 semesters	
Persons Responsible	MLT Program Director & Faculty	
Document Location	Office of the MLT Program Director	

Spring 21 Order of Draw Exam implemented Faculty observed a steady	Analysis of Order of Draw exam as it relates to Chapter 8	Students must pass the "Order of Draw" exam with a minimum score of 90%.	S21- 4 of 4 students passed Chapter 8 exam
decrease in correlation of order of draw, tube additives, and laboratory tests. This was evidenced by 3 out of 7			F21- 4 of 4 students passed Chapter 8 exam with an increase in tests scores
students failing the Chapter 8 exam during the Fall 2020			S22- 2 of 2 students passed Chapter 8 exam
(F2U) term.			