

# STUDENT POLICY MANUAL

## *APSU Phlebotomy Technician*



Continuing and  
Professional Education  
and  
Allied Health Sciences

June 2015, revised September 2015, August 2016, May 2020, January 2022.

# Student Policy Manual

## INTRODUCTION:

This booklet is designed to describe the structure and operation of the Phlebotomy Technician Program at Austin Peay State University. It will also inform you of your rights, responsibilities, and obligations as a student in the program. The guidelines set forth in this manual are intended to foster a good student-faculty working relationship by clarifying what is expected of each individual. Program students are required to adhere to all policies and procedures described in the manual. Questions concerning the contents of this manual should be addressed to the Program Director or Program Coordinator.

It is the philosophy of the faculty that learning is an independent venture. This is consistent with the objectives of fostering professionalism while preparing knowledgeable phlebotomists, and therefore, the faculty emphasize the importance of self-direction and motivation. Faculty members are either professional Medical Laboratory Scientists or professional phlebotomists. The faculty are proud of their chosen profession. We hope each student will develop similar enthusiasm and professional pride.

The faculty members of the program encourage students to actively participate in professional organizations. The benefits of such organizations include:

1. Continuing education which contributes to professional growth.
2. Networking with other professionals to share knowledge and develop mutually beneficial relationships.
3. Positive representation of the Phlebotomy profession in community, government, and business arenas.

## MISSION:

The Phlebotomy Technician Certificate Program at Austin Peay State University is committed to providing a quality education for our students in order to facilitate growth and development of the Phlebotomy Technician profession. The mission of the Phlebotomy Technician Certificate program is to produce highly competent and ethically responsible professionals, who will make a positive contribution to the profession and the community in which they serve.

## GOALS AND OBJECTIVES:

Upon graduation, the student should be able to:

1. Correctly perform all procedures as outlined in the clinical affiliates' evaluation instrument. Please refer to this document for specific learning objectives. Specific skills required included, but are not limited to:
  - a. Follow specimen collection protocols.
  - b. Demonstrate appropriate technical skills in specimen collection and processing.
  - c. Integrate knowledge and theory to appropriately identify patients and collect patients' samples.
  - d. Employ a laboratory information system (LIS) to support timely sample processing.
2. Communicate effectively with peers and other personnel (both professional and nonprofessional) in the health care arena. Serve as the face of the laboratory.
3. Observe basic management skills in support of clinical laboratory services, in such areas as marketing and resources utilization decisions.
4. Present a professional attitude to fellow phlebotomists, laboratory scientists, other allied health personnel, patients and the public in general by:
  - a. Being a willing spokesperson for the profession.
  - b. Participating in professional organizations.
  - c. Participating in continuing education through attendance and/or presentation.
  - d. Carrying yourself in a professional manner which includes appropriate hygiene, professional courtesy, anger management and other coping skills expected of a newly hired employee.

## GENERAL INFORMATION:

Students are required to complete approximately a thirteen-week curriculum designed to prepare students to work in the phlebotomy field. This curriculum consists of:

1. On-campus classes, including laboratory sessions in the Austin Peay State University Medical Technology Program facility.
2. Clinical training in an affiliated hospital or a clinic.

The faculty will require students to take both written and practical examinations to assess the students' competency and readiness prior to the externship phase of the program.

## **HONOR CODE:**

Because of the high degree of trustworthiness that is required of Phlebotomists, the Austin Peay State University Phlebotomist Program will strictly enforce the University policy regarding dishonesty:

Plagiarism, cheating and other forms of academic dishonesty are prohibited. Students guilty of academic misconduct, either directly or indirectly through participation or assistance, are immediately responsible to the instructor of the class. The instructor has the authority to assign an “F” or a zero (0) for the exercise or examination, or to assign an “F” in the course. The instructor also reserves the right to reduce any professionalism scores in a manner consistent with their assessment of the degree of academic dishonesty.

## **CONFIDENTIALITY OF STUDENT RECORDS:**

Students’ records will be kept in locked filing cabinets in Department of Allied Health Sciences in the Sundquist Science Complex and by the Center for Extended and Distance Education. The electronic copies of student records are electronically maintained on the Center for Extended and Distance Education server on a university owned on-site file server. The server is encrypted, firewalled and access is controlled through Active Directory. This server is not accessible from outside the University network. This server is backed up on a regular schedule and the server and the backups are stored on an electronically locked server room and at a second secure location off site from the university. All students’ records containing identifying information will only be handled by program personnel, instructors, clinical instructors and university staff in facilitating the program consistent with the university policy on personal identifiable information (PII) and Family Educational Rights and Privacy Act (FERPA).

## **ADMISSION TO THE PROGRAM:**

Admission to the program requires a minimum qualification of either a high school diploma, GED or its equivalent. Qualified students are able to register online during an open enrollment period and registration either closes after the deadline or when the course cap is reached. The phlebotomy admission committee will evaluate students based on the following criteria before their clinical experience. All discrepancies must be resolved before students’ externship.

### **A. STUDENT HEALTH**

1. A physical examination is required upon student acceptance into the program. The following are required as part of the physical:
  - a. Tuberculosis Skin Test (if positive, a chest X-ray must be done)
  - b. Verification of MMR (Measles, Mumps, Rubella) titer or administration of a booster vaccination
  - c. Varicella Titer
  - d. Hepatitis B series (a titer will be required following the completion of the series)

- e. Other vaccinations as needed to include seasonal or influenza vaccines as required by the clinical affiliates
2. Students are required to have a hospitalization insurance policy, which is offered through Austin Peay State University or an acceptable substitute.
  3. OSHA/CDC requirements relating to blood-borne pathogens in the clinical laboratory will be observed in student labs as well as at clinical affiliate laboratories/drawing stations.
  4. Safety procedures as addressed in the classroom and clinical affiliates' laboratory safety manual will be strictly enforced.
  5. Any time off for illness must be made up per requirements stated in the course syllabus. There is a maximum of four absences of any kind; for on-campus classes and for externship. After one classroom absence (three hours), the student will be given a warning letter and after two classroom and two clinical rotation absences, the student will be strongly advised to withdraw from the program. It is the student's responsibility to sign in and out regarding clinical absences and it is the responsibility of the student to make up all work missed.
  6. Technical Standards - An individual entering the phlebotomy profession must have certain minimal technical skills, including physical, psychological, and social skills. These standards are outlined on the technical standards worksheet expected to be completed prior to start of the program.

In the event that the faculty believes there is a question regarding the student's ability to meet the technical standards, the faculty may ask the student to provide an evaluation from an appropriately qualified medical professional or competency examination, at the student's expense.

## B. PROFESSIONALISM

Because a clinical laboratory requires cooperation and a positive attitude in addition to technical expertise, each student will be evaluated in terms of professional deportment. A professional should have qualities such as patience and persistence; motivation and a desire for improvement in performance, pride in superior performance, a desire to continue to learn, sympathy and understanding for the patient, respect for patient confidentiality, and, above all else, personal integrity.

These characteristics are difficult to assess in written examinations, and must be evaluated through observation of professional deportment during classes, practical laboratory exercises, and in other situations. The program faculty will observe and interact with students to make professional judgments concerning professional deportment and character. Failure to satisfactorily resolve issues of professionalism during the program may result in probation, non-placement at a clinical affiliate, removal from the program, or removal from a clinical site. Assessment of the student's professional deportment will include, at a minimum, information which answers the following questions:

1. Is the student prepared for lecture and laboratory experiences?
2. Is the student tidy and well organized?
3. Does the student dress appropriately?
4. Does the student follow appropriate safety precautions?
5. Is the student punctual?
6. When absences occur, does the student notify the instructor in advance when reasonable or as soon as possible following an emergency absence? Are absences for legitimate reasons?
7. Does the student take out-of-class assignments seriously and responsibly?
8. Does the student complete assignments promptly?
9. What is the student's work ethic? A professional demeanor encompasses such things as honesty, integrity, pleasant and cooperative working attitude.
10. Does the student demonstrate the ability to overcome problems and setbacks when they occur?
11. What are the student's interpersonal skills? Is this an individual one would hire to work in a clinical laboratory?

**Note: Students may be dismissed from the program for failure to maintain professional deportment.**

### **C. HOSPITAL/CLINICAL AFFILIATE SELECTION**

1. The student will indicate his/her first, second, and third hospital /clinic selection choices on the appropriate form.
2. The program director and the program coordinator will assign students to clinical sites based on student and clinical affiliate preference as well as other criteria as determined by the program officials. Other criteria may include but are not limited to: number of students each clinical affiliate will accept and/or the affiliate's contract with Austin Peay State University's Phlebotomy Technician program.
3. The program cannot guarantee that a student will be placed at a preferred affiliate.
4. The number of students accepted into the program is based on the number of clinical sites available to take students.
5. Clinical affiliates have the option of refusing to accept a student at their discretion. In the event that a student cannot be placed at a clinical site (due to extenuating circumstances, beyond the student's control), the student may be required to delay their clinical rotations until a clinical affiliate becomes available. Final decisions regarding clinical affiliate assignment will be available to all adjunct faculty at the clinical affiliates for their review if specifically requested.

### **D. STUDENT ADVISING**

The program director, coordinator or faculty will advise students and provide guidance on a variety of issues including but not limited to assistance with certification exam registration and preparation, career placement, study skills, test taking skills, clinical experience, time management and extracurricular learning activities when available.

- i. Students are highly encouraged to sit for at least one nationally recognized certification examination. The examinations will have no bearing on awarding the program certificate but is highly encouraged to be taken as this confirms that you have learned all that is required to practice at the entry level as a phlebotomist.

### **E. STUDENT APPEALS**

1. Student's appeal may include grade discrepancy, probationary status or hospital assignment.
2. Students who wish to appeal must do so in writing, explaining the situation no later than two weeks following the incident. This appeal should be addressed to the Phlebotomy Technician program appeals committee and the student should also make an appointment to talk with the program director regarding the appeal.
3. The program director will present the appeal to the Appeals Committee. The program director will inform the student regarding his/her attendance at the meeting if it is requested.

4. The committee will evaluate the appeal and rule on it.
5. The actions of the committee regarding the appeal are final.
6. If the committee's decision is appealed it will then be heard by the department chair unless he or she is a member of the Medical Laboratory Science Program faculty in which case it will be heard by the Dean of the college and the Director of Center for Extended and Distance Education (CEDE). The decision of the dean and director is final.

## **STUDENT TEACHING LABORATORIES AND CLASSES:**

### **A. CLASS HOURS**

1. On-campus classes will be held during the spring and fall semesters. Course schedules will be included in the course syllabus.
2. Students are expected to be present for all lecture and all hands-on sessions. When a student must miss a lab or lecture, it is the student's responsibility to notify the instructor in advance by either email or phone. In the case of an emergency, it is the student's responsibility to notify the instructor of an absence as soon as possible following the incident. Absences will be considered excused at the discretion of the instructor and the student is responsible for all the work missed. More than four (4) absences during the approximately thirteen weeks of the program will result in dismissal from the program and result in failure to receive a certificate of program completion. Please note that repeated and/or persistent tardiness may become absences at the discretion of the program faculty. Habitual tardiness at the beginning of class time will not be tolerated.
3. Students are expected to make up any time or class material missed during an absence. Make-up time will be coordinated by the instructor/supervisor in the class/clinical rotation in which the absence occurs.

### **B. CLASS PARTICIPATION**

1. Students will participate in laboratory sessions in a variety of formats. Students will work individually, in pairs and in teams. The purpose of team assignments is to prepare the students for cooperative efforts in the clinical laboratory.
2. The faculty encourage students to discuss with them any problems that arise in the program. These discussions will be held in confidence by the faculty members. The faculty realize that this is a demanding program of study and will endeavor to mentor and assist students with issues that may impact the student's academic career. It is the overall goal of the faculty to facilitate students' successful completion of the Phlebotomy Technician program. During the last week of class, students will complete an evaluation of the course as a whole. This evaluation is optional and you can opt out at any time.



3. It is the faculty's philosophy that one learns best by doing. Performance in the student lab prepares the student for performance in the hospital/clinic. The more practiced and confident the student is when leaving campus, the more efficiently the student will perform in the hospital/clinic.
4. The completion of the program is recognized at the closing ceremony. This generally occurs after the student has finished the clinical training. It is the last formal meeting of the class and is celebrated by students, family, friends, clinical faculty, university faculty and administration. The closing ceremony is a required activity of the program; however, students will be asked to occasionally complete surveys post-graduation. Your cooperation in completing these surveys is greatly appreciated. If you move to a new address please notify the program of any address changes.
5. Please turn in your externship folders on arrival at the closing ceremony.

### **C. GRADES**

1. Grades will be maintained in the Allied Health Department files as well as on the CEDE server.
2. Final grades will be determined by the instructor. The instructor will administer quizzes and exams to assess the student's knowledge and competency. The instructor will explain the grading system to be used in the course on the first day of class. A syllabus that lists course objectives, lecture and laboratory schedules, and explains the grading system will be given to each student at that time. Because the instructor is concerned with the performance of tasks as well as demonstration of knowledge, it will be necessary for the instructor to make a judgment of competency and professional deportment of the student in performing each task. Such intangible qualities as organizational ability, manipulative ability, initiative, integrity of samples, and professional judgment must be factors which the instructor includes in the assessment of the students' competency.
3. Students in the phlebotomy technician program must earn a grade of "C" or better in all exams in order to proceed to the clinical training phase. Students who earn less than 70% on the mock exam will need to retake it to earn at least 70% to complete graduation requirements. Students must also earn a grade of "C" or better in the clinical phase in the order to receive a certificate. Students may not begin clinical training until all the lecture requirements are completed. If a student makes a final grade of 60-69 in the course, he or she will receive an "F" for the course, unless a special final examination is taken and it results in an increase to the final grade of greater than or equal to 70%. This examination should generally be completed within one week at the discretion of the instructor.

Students will be required to take assigned practice exams online to help prepare for the national board examination.

It is generally the policy of the phlebotomy technician program to avoid giving a grade of "I" or incomplete. Students may be permitted to withdraw if there is a major medical reason to do so. Students may be allowed to register for the next class or complete their clinical

training if/ when it is offered at the discretion of the admission committee. Students should be advised that they are subject to appropriate tuition and fees for re-enrolling in the class.

The Phlebotomy course's final grade is determined as stated in the course syllabus. The criteria are:

A = 100 - 90

B = 89 - 80

C = 79 - 70

Below 70 is unsatisfactory and will result in a grade of "F".

## **CLINICAL EXPERIENCE (EXTERNSHIP):**

Before reporting to a clinical affiliate, each student will be provided a three-ring binder containing a calendar and other relevant information. The binder will also contain Evaluation Forms, Attendance Sheets, Absence Forms, Instruction Guidelines, Student Contact Forms, and any other information that the program faculty feel will be helpful to the student or the supervisor. The student should keep the binder in a secure place at the clinical affiliate at all times. Students are required to complete at least 100 successful blood draws and do clinical training for 160 hours. From time to time program faculty will inspect the binder to see that all forms are being completed on schedule. At the end of the clinical training this material will then be securely saved.

### **A. IMPORTANT INFORMATION**

1. The student's first contact with the assigned clinical affiliate, for the most part, will take place immediately after the didactic phase. The student will follow a schedule with prescribed objectives to be met during this time. The hours will vary from one affiliate to another depending on the phlebotomy workload schedule. In addition to the phlebotomy training, the student will be acquainted with the affiliate's organizational structure, management, and laboratory information system. The student will be instructed in the laboratory's safety program as required by CLIA, CDC, OSHA, NACCLS, and other certifying agencies.
2. The student will report to the clinical affiliate from Monday through Friday and will report back to campus on a scheduled date for the closing ceremony.
3. After the program completion, final grade and other necessary records will be completed and available for student use in applications for certification exams and other purposes.
4. Clinical training time schedule will be determined by the affiliate's day shift schedule. (Typically 7:00 AM until 3:30 PM.) The clinical training schedule will allow for University holidays, when possible.

5. The daily routine will vary from one affiliate to another. In some instances the student may participate in morning phlebotomy rounds for the laboratory. Students will not be used as phlebotomy workers, but proficiency in specimen collection must be demonstrated and maintained during the clinical training. The majority of the time will be spent with a preceptor in specimen collection areas of the laboratory, in patient rooms and in outpatient locations. Ultimate supervision is the responsibility of the Program Director and Program Coordinator from APSU. Students will be required to practice or observe phlebotomy procedures in other types of settings such as nursing homes and blood donor centers.
6. A prescribed schedule will be followed by each student to assure that the required material is covered. Students are not staff and will not be required to perform procedures over and over again without educational purpose.

(This is a stipulation of the Clinical Affiliation Agreement.) The affiliate is responsible for providing enough procedures and learning activities to keep the student occupied in completing the learning objectives, establishing proficiency at bench tasks, and being exposed to the diversity of duties in the given section. The clinical supervisor will determine when each procedure has been mastered and what duties the student will be assigned and sign off on all completed activities.

7. Daily attendance is an absolute requirement. Attendance will be documented on the attendance Sheet provided in the student's binder. The sheet will be approved by the supervisor before they are filed. Any time missed will be made up either on the weekends, by coming in early and/or staying late (into the 2nd shift), or by adding extra days at the end of the clinical sessions. All time to be made up will be coordinated and approved by the Clinical Supervisor. Accumulation of four absences will result in dismissal from the program. See applicable section on attendance policy.

Makeup time will be documented on the student time sheet and initialed by the supervisor or preceptor. If absences become excessive as determined by campus faculty or clinical faculty, the student will be counseled. This includes using the remaining number of absences in succession for a variety of inappropriate reasons (vacation, skip days, etc.) otherwise known as hoarding. Absences may be reason for remedial actions. A pattern of excessive absences, even if excused, may warrant dismissal from the program.

## **B. Program Failure to Place Students in Clinical Rotations**

The program admits students based on the number of available clinical placements. In cases where the clinical placement of students assigned to a clinical affiliate is not possible as scheduled, students will be placed at an alternate clinical affiliate at the earliest available opportunity.

If a public health emergency is declared by a federal, state, or local entity, student clinical placement may be altered to conform to rules that are placed into effect by government and university officials. In the event that clinicals cannot be completed as planned the program may decide to shorten clinicals while still maintaining competency, delay clinicals until affiliated hospitals start accepting students or reassign students to alternate clinical sites.

## **B. STUDENT ACTIVITIES**

1. Respect for patient/client confidentiality is an absolute requirement mandated through the federal Health Insurance Portability and Accountability Act (HIPAA). Knowledge of patient/client results is a privileged relationship between the patient and various health care professionals. All such information must be held in the strictest confidence. This professional behavior must be developed through conscientious commitment to the highest standards of professional behavior. *A student, who violates the rights of the patient/client in any way, and particularly in the area of confidentiality, is in danger of failing the course and being dismissed from the program.* It is necessary that the student sign a form pledging to treat all patient/client information with the strictest confidence.
2. Appropriate professional deportment is of paramount importance while a student is in training at a clinical affiliate or agency providing an enrichment experience. Positive attributes include being honest and forthright, adaptable and professional. Students should maintain positive attitude, be humble, strive to interact appropriately with others, function as a team player, recognize personal limitations and seek help when necessary. Students should also demonstrate initiative, remain focused on customer service, and communicate effectively. Additionally, the use or possession of alcohol, drugs, firearms or other weapons on campus, at a clinical site, or at any program sponsored event are absolutely unacceptable and will result in removal from the program. Students will be held accountable to the policies defined in the program policy manual, and the clinical institution they are attending. The student signing the form at the conclusion of the policy manual agrees to show specific respect for and comply with all policies including the possession and use of alcoholic beverages, drugs, or weapons.
3. Cell phone use at clinicals is highly discouraged and should only be used in emergency situations or during break times. Each clinical site has a contact number that you can use for emergency situations. It is important that your focus is on learning and no other distractions. Inappropriate use of a cell phone can result in decreased clinical evaluation scores. The best way comply with the cell phone policy is to leave your phone with your personal belongings away from the lab floor.
4. Students should check their emails during clinicals at least once per day in order to receive timely communications and other important notifications.

## **C. GRADES**

1. Grade determination by the clinical faculty will vary slightly from the classroom grading system. The criteria for grading are determined by the program faculty and clinical faculty. Assigning grades may vary from affiliate to affiliate based on clinical faculty observations, practicals, written, and/or oral examinations will contribute to the information used in assigning the grade for the clinical training.
2. Students will be evaluated on professional deportment, successful performance of assigned tasks, demonstration of competence in affective behaviors, and demonstration of mastery of

professional knowledge. The program provides a system for recording data and evaluating student performance in these areas. The phlebotomy supervisor or clinical instructor often with input from all phlebotomists who worked with the student, will determine the final grade. Some affiliates give one or more written exams or homework that can be graded.

The forms for student evaluations will be completed by the clinical instructor soon after the completion of the clinical experience. The clinical instructor's evaluation will be discussed with the student as soon as it is completed. The student will then sign the form and may make any comments. The evaluation forms will then be filed in the student's binder. Student will also complete an evaluation of their clinical experience, which includes the clinical instructor and the facility.

#### **D. HEALTH SERVICES**

Emergency facilities are available at each clinical affiliate. Students must have hospitalization insurance through the Student Policy Program available through the university, or through family or self-coverage. Students without a policy will be personally responsible for hospital care that may be required beyond Emergency Treatment.

#### **E. SERVICE WORK POLICY**

Phlebotomy students are not expected to perform service work and are not allowed to take the place of qualified staff during any clinical rotation. After demonstrating proficiency, students, with qualified supervision, may be permitted to perform procedures. A clinical institution which employs a currently-enrolled phlebotomy student as a laboratory assistant or in other areas, the employer must schedule the student for work during non-instructional hours. The student is not to be "pulled" from their instruction to perform the duties they normally perform as an employee, even temporarily. The student is to report such practice to the program coordinator. A student who also works as an employee may not count their paid hours as clinical time as the student is performing the duties of an employee, not a student in training.

#### **TEACH OUT PLAN:**

In the event of program closure for any reason, the current students will be allowed to complete the course and no incoming students will be able to register for the course. If closure happens when students are at clinical sites, students currently enrolled in the program at shall have the opportunity to complete their clinical program at their facilities.

## **SUMMARY STATEMENTS:**

Students are reminded of the following:

1. It is the responsibility of the student to be aware of and to meet deadlines for all required paperwork.
2. Students may be removed at any time from any clinical training or from the program itself for any willful infraction of any university, departmental, or hospital policy.
3. While on campus or at clinicals, it is the student's responsibility to check their email at least once a day for announcements pertaining to the program.
4. Having to go to work shall never be accepted as an excuse to miss class or leave a clinical site early.
5. Students will be temporarily suspended from the program for failure to report to clinic sites without proper notification and without permission of the clinical instructor, program director and program coordinator. Based on faculty evaluation of the situation, it may be necessary to place a student on probation and/or remove the student from the program.
6. Students will be suspended from the program for leaving a clinic site without authorization from the Clinical instructor, Program Director and Program Coordinator. Based on faculty evaluation of the situation, it may be necessary to place a student on probation and/or remove the student from the program.
7. Should student wish to appeal that decision, it will be subject to a hearing by the Appeals Committee made up of the Phlebotomy Program Director, Coordinator of Continuing Education, the program coordinator and Medical Technology faculty.
8. Students have a maximum of four absences; two classroom and two clinical training absences. Any time missed at a clinic site will be made up at the discretion of the supervisor consistent with policies listed previously.

## **CODE OF ETHICS:**

Recognizing that my integrity and that of my profession must be pledged to the best possible care of patients based on the reliability of my work, I will:

- a. Treat patients and colleagues with respect, care and thoughtfulness.
- b. Perform my duties in an accurate, precise, timely and responsible manner.
- c. Safeguard patient information as confidential, within the limits of the law.
- d. Prudently use laboratory resources.
- e. Advocate the delivery of quality laboratory services in a cost-effective manner.
- f. Work within the boundaries of laws and regulations and strive to disclose illegal and improper behavior to the appropriate authorities.
- g. Continue to study, apply and advance medical laboratory knowledge and skills and share with

my colleagues, other members of the health care community and the public.

### **DRESS CODE:**

Students are required to wear appropriate clothes or scrubs, clean lab coats and closed-toed, safe shoes. Uniform (dress) code will be determined by each clinical affiliate and will conform to the OSHA regulations for safety and universal precautions against blood-borne pathogens. Failure to comply with the dress code policies of a clinical site will result in probation or removal from the program. See dress code form for more information.

### **GRADE REVIEW POLICY:**

The student should be aware that the instructor has the authority in his/ her class over all matters affecting the conduct of the class, including the assignment of grades. A student who is dissatisfied with his/her grade will utilize the following steps as adapted from APSU student handbook:

1. A student who is dissatisfied with a final grade must first attempt to negotiate a change in the final grade with the instructor.
2. If the situation is not resolved with the instructor, the student must appeal to the Appeals Committee.

### **NOTE:**

The requirements of the Phlebotomy Technician Program are continually under examination and revision. This Student Policy Manual presents the requirements in effect at the time of revision. There is no guarantee that they will not be changed or revoked. This policy manual is not worded in contractual terms and does not constitute a contract between the student and the program.

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Austin Peay State University is an equal opportunity employer committed to the education of a non-racially identifiable student body. It reaffirms the fact that, as required by Title VI of the Civil Rights Act of 1964, it does not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap.

**PHLEBOTOMY TECHNICIAN PROGRAM  
ALLIED HEALTH SCIENCES DEPARTMENT  
AUSTIN PEAY STATE UNIVERSITY**

An individual entering the APSU Phlebotomy Technician Certificate Program, subsequently to practice as a phlebotomist, must have certain minimal technical skills and essential functions. The APSU Phlebotomy technician Program expectations include:

1. Sufficient visual acuity to read small font text; to read text presented on a video or computer monitor; to distinguish color differences in blood collection tubes etc.
2. Sufficient auditory acuity to communicate with doctors, nurses, and medical staff in a stressful academic and clinical laboratory environment to give and receive medically necessary instructions at a moment's notice verbally, by phone, and in person on a timely basis.
3. Sufficient proficiency in the English language to read and comprehend requisitions, to communicate effectively orally with other English speakers.
4. Sufficient hand-eye coordination and manual dexterity to operate mechanical and electronic instruments (e.g. Centrifuge, computer terminal etc.); and perform manual techniques (e.g., drawing blood, test tubes, urine cups, stool containers etc.).
5. Sufficiently sound judgment and coping skills to perform effectively and function independently in stressful academic and clinical laboratory environments.
6. Sufficient emotional health and psychological/social adjustment to cooperate effectively in group activities and assignments and to perform in an ethical manner with professional colleagues and patients.
7. Sufficient confidence and maturity, upon training, to draw blood from fellow students, faculty, and/or patients as well as to handle properly, using universal safety precautions, blood and other body fluids as a part of processing in a clinical laboratory or a student clinical laboratory environment.
8. Sufficiently good health to be able to regularly attend all scheduled class and laboratory sessions. I understand that excessive absences, excused or not, may affect my status and grades in the program. Absences in clinical training will be made up at the clinical site and at the program's discretion based on availability and time at clinic sites.
9. Background check and/or drug screen will not disclose anything which will prevent attending clinical rotations in an accredited hospital or laboratory facility.

I have read the list of Technical Standards and certify that, to the best of my knowledge, I meet or exceed these expectations of the Phlebotomy Technician Program.

\_\_\_\_\_  
Student Name (Print):

\_\_\_\_\_  
Student Signature:

\_\_\_\_\_  
Date:



## EXAMPLE OF CLINICAL AFFILIATION AGREEMENT:

### SUPER MEDICAL CENTER, Nashville, Tennessee

#### CONTRACT FOR STUDENT CLINICAL TRAINING AND PRACTICE

For the purpose of providing clinical training and practice for students and in consideration of the mutual covenants contained herein, it is hereby agreed by and between (Facility) SUPER Medical Center, Nashville, Tennessee and (Institution)

Name: Austin Peay State University  
Address: Department of Allied Health Sciences  
601 College Street  
Clarksville, TN 37044  
Type of Program: Medical Technology

to provide clinical experience for students enrolled in certain programs of the Institution. Both parties have agreed to the terms and provisions set forth below:

The specific services to be provided students are described as follows:

I. Terms and Conditions: Pursuant to the above-stated purpose, the parties agree as follows:

A. Terms:

1. This agreement will become effective on the date that it is executed by all the designated representatives of both parties to the agreement and shall extend for a period of 12 months from that date.
2. Renewals of the agreement may become effective with a) letter-of-intent submitted by the Institution 30 days preceding the contract expiration date, and b) agreement of both parties, provided no changes are made in the original agreement. This agreement may be renewed with written approval of all parties for a total term of up to five years.
3. If either party desires a revision in, an amendment to, or the termination of this agreement, written notice must be provided to the other party at least 30 days prior to the designated termination date of the agreement. Students currently enrolled in the program at the Facility at the time of notice of termination, shall be given the opportunity to complete their clinical program at Facility, such completion not to exceed six (6) months.
4. No revision in or amendment to this agreement shall be valid until such revision or amendment is in writing and is executed by all parties hereto.
5. This agreement contains all of the agreements among the parties with respect to its subject matter and supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.

B. Institution Specific Responsibilities, the following duties shall be the specific responsibility of the Institution:

1. Assume full responsibility for the planning, implementation, modification or revision of the academic educational programs in the Institution with participation (if applicable) by the clinical staffs of the Facility. The Institution is responsible for preparing its students for both the academic and clinical components of their education.
2. Appoint a person as the Academic Coordinator of Clinical Education for the Institution to serve as the liaison for the Institution, the Facility and the students. The Institution will provide the name of this individual to the Facility.
3. Follow channels of communication in planning experiences within the Facility by arranging schedules for students' observation and/or practical assignments at the Facility in cooperation with the Facility liaison appointee as indicated within this Agreement. All students, faculty, employees, agents and representatives of Institution participating in the Program at the Facility shall be accountable to the Facility's Administrator.
4. Recommend and select for assignment at the Facility only those students who have satisfactorily completed the prerequisites (education, experience, and competency appropriate for assigned responsibilities) for the Clinical Practicums.
5. Provide written notice to the Facility at least 14 days prior to the beginning of the academic term of the number and names of students who will be assigned there for clinical experience.
6. Provide the following information in writing:
  - a. Behavioral objectives for the learning experience;
  - b. Types of activities in which the students will participate;
  - c. Educational needs of the students;
  - d. Evaluation methodologies and materials;
  - e. The level of students in the program; and
  - f. A schedule for student orientation and clinical experience.

7. Provide a ratio of 1 faculty to 8 students and select all of the following that apply.
  - a. An institution faculty member will be present and responsible for the student's supervision during the clinical experience.
  - b. The Institution shall provide on-site faculty at the Facility on a regular basis to be defined as one day every two weeks during the clinical experience. The Institution shall appoint a preceptor who will be present and responsible for the student's action.
  - c. The Institution shall appoint a Facility member preceptor who will be present and responsible for the student's action.
8. Assure that students participating in the program are informed of the requirement to comply and adhere to all facility and administrative policies, procedures, and requirements.
9. The Institution and its agents, program participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility except as required by law. Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Institution.
10. Institution shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$ 1,000,000 per occurrence and \$ 3,000,000 annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Facility and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, Institution shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims- made coverage).

The State of Tennessee is self-insured including, among other things, worker compensation and unemployment compensation. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301, et. seq.

11. Be responsible for the determination of a student's final grade.
12. Establish a procedure for notifying the Facility if a student (or faculty, if applicable) is unable for any reason to report for a clinical assignment.
13. Inform students that they will not submit for publication any material relating to the clinical education experience without prior written approval from the Institution and the Facility.
14. Cooperate in the evaluation activities of the Facility.
15. Prior to clinical rotation, the Institution shall provide the Facility the CMC Student/Subject Roster form (Attachment A), the Attestation of Satisfactory Background Investigation Report form (Attachment B) and proof of malpractice liability insurance for each student.

Institution shall also provide, upon request of Facility for Facility audit purposes, documentation of the following items:

- a. Licensure: All faculty have current certification, licensure, or registration if required;
- b. Information on criminal background: Institution shall, in a timely manner at either Institution's expense for its faculty or the Program Participant's expense for students, require to have conducted a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction at Facility. If Institution has students or staff/faculty on-site at Facility prior to the execution of this Agreement, then Institution shall immediately conduct or require to have conducted a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:
  - Social Security Number Verification;
  - Criminal Search (7 years or up to 5 criminal searches);
  - Violent Sexual Offender and Predator Registry Search;
  - HHS/OIG List of Excluded Individuals/Entities;
  - GSA List of Parties Excluded from Federal Programs;
  - U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
  - Applicable State Exclusion List, if one.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- Education verification (highest level);
- Professional License Verification;
- Certification & Designations Check; and
- Professional Disciplinary Action Search.

If the background check results in any adverse information revealed by the entity conducting the background check, Institution shall notify Facility of this fact and, after redacting the individual's name and other personally identifiable information from the report, forward to the Facility the detailed background check results. Facility shall then analyze the results in accord with Section C. 17 below.

Criteria for Exclusion of Students/Faculty from Clinical Placements includes:

History of Criminal Convictions

- Any felony conviction within past 7 years;
- Any Class A misdemeanor within the last 5 years; and/or
- Any Class B misdemeanor within the last 2 years.

Other findings that would exclude placement include:

- Persons on the registry maintained by the Department of Health pursuant to T.C.A. 68-11-1004;
- Persons listed on the GSA/HHS/OIG list of excluded individuals;
- Persons listed on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- Encumbered license in a health-related field.

Institution represents to Facility that, to the best of its knowledge, Institution and its officers, directors and employees to which this agreement applies: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. Sec. 1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Institution being excluded from participation in the federal healthcare programs. This shall be an ongoing representation during the term of this Agreement and Institution shall immediately notify Facility of any change in the status of the representations set forth in this section. Any breach of this section shall give Facility the right to terminate this Agreement immediately for cause.

- c. Health Records: Compliance with applicable health screening requirements established by Facility.. All on-site faculty and students have evidence of good health as evidenced by an approved, acceptable, satisfactory physical examination and record of up-to-date immunizations (annual tuberculin skin test and/or screening or chest x-ray, Hepatitis B vaccine and Rubella immunity), if required. If rotating in Obstetrics, NICU, or Well Baby Nursery, Varicella immunity will be proven;
- d. Basic Life Saving: All on-site faculty and students have completed requirements for a Basic Life Saving course as appropriate for their training and shall remain current in this requirement;
- e. Infection Control: All on-site faculty and students have received training about Blood borne Pathogens and Universal Precautions. On-site faculty and students will report for TB Mask fit-testing prior to entering negative pressure isolation rooms; and
- f. Centennial Medical Center Orientation: All on-site faculty and students have received an orientation to the Centennial Medical Center and Documentation Systems.

C. Facility Specific Responsibilities, the following duties shall be the specific responsibility of the Facility:

1. Retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
2. Appoint a person as the Academic Coordinator of Clinical Education for the Facility to serve as the liaison for the Facility, the Institution and the students. The Facility will provide the name of this individual to the Institution.
3. Maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
4. Facility will provide emergency care if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
5. Maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Facility shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Facility's clinical facilities and services as necessary.
6. Participate in conferences with the Institution's faculty as deemed necessary and desirable concerning the program.
7. Provide working and/or study space for the participating students and to make clinical resources and services available as may be considered necessary to the successful operation of the program and in accordance with the policies of the Facility.

Orientation options:

- a. Provide orientation for faculty and students; and
  - b. The Facility shall provide orientation to the Institution's on-site faculty. This orientation shall include Facility and Documentation System orientation. The Institution's on-site faculty shall complete student Facility and Documentation System orientation prior to placement at the Facility. The Facility shall complete student departmental orientation after placement at the Facility.
8. Participate in periodic evaluation of the program.
  9. The Facility, as appropriate, shall note the completion of clinical skills by return demonstration. Return demonstration shall not imply certification or credentialing.
  10. Agrees to notify Institution of any incident or occurrence which could result in a liability and will fully cooperate and assist in its investigation of said incident or occurrence.
  11. Be responsible for and retain absolute control over the organization, administration, operation and financing of its services. The Facility must carry professional liability insurance for staff and general liability insurance for the Facility.
  12. Reserve the right to request the Institution to withdraw a student or faculty member from the assigned clinical education experience when his/her clinical performance is unsatisfactory or his/her behavior is disruptive or detrimental to the Facility and/or the patient. In such event, said Program Participant's participation in the Program at Facility shall immediately cease. It is understood that only Institution can dismiss the Program Participant from the Program.
  13. Provide for the student a patient caseload that is appropriate to his/her needs and level of experience and proficiency and that of sufficient size and variety to insure the best educational experience possible.
  14. Allow students to participate in non-treatment learning experiences such as Facility/unit rounds, clinics, staff conferences, in-service education program, special lectures, observations and similar activities as they become available and at the discretion of the appropriate Department Director.
  15. Notify the Institution in writing of any changes within the Facility that would alter significantly the specified clinical education experiences for the student.
  16. It shall be the responsibility of the Facility to analyze background check information containing adverse findings forwarded to it by Institution and to determine whether the person to whom the records pertain is eligible to participate in the clinical programs at its facility. If Facility determines that a student or faculty/staff member shall not participate at its facility, Facility shall so notify the Institution within 3 business days of receipt of the background check and Institution shall notify the individual concerned. Institution shall ensure that this individual does not participate in the clinical program at the Facility.
- D. Student Specific Responsibilities: Institution shall inform its students that the following duties shall be the specific responsibilities of the students:
1. Abide by existing policies, rules and regulations of the Facility when engaged in caring for patients in the Facility.
  2. Wear appropriate attire as mutually determined between the Institution and the Facility. Must wear a nametag that includes title and school affiliation at all times.
  3. Responsible for their own transportation to and from the clinical area.
  4. Remain on the Facility premises for breaks, including meals. Be responsible for own meals during clinical hours.
- E. Mutual Responsibilities: The parties shall cooperate to fulfill the following mutual responsibilities:
1. Each party shall comply with all Federal, State, and Municipal laws, advice, rules and regulations, which are applicable to the performance of this Agreement.
  2. The parties hereby acknowledge that they are independent contractors, and neither the Institution nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Institution shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Facility for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.
  3. Any courtesy appointments to faculty or staff by either the Institution or the Facility shall be without entitlement of the individual to compensation or benefits from the appointing party. The Facility's staff will receive no monetary compensation from the Institution for participation in the clinical education program.
  4. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.
  5. The confidentiality of patient records and student records shall be maintained at all times.

6. While enrolled in clinical experience at the Facility, students (and faculty, if applicable) will be subject to applicable policies of the Institution and the Facility. The rules, regulations and procedures will be available to the student through the appropriate Department Director. Students shall be dismissed from participation in the Institution's program only after the appropriate policies and procedures of the Institution have been followed; however, the Facility may immediately remove from the premises any student who poses an immediate threat or danger.

The Institution, the students and the Facility (staff) are expected to conduct themselves in accordance with the Code of Ethics as set forth by the State of Tennessee and the Facility.

F. HIPAA Requirements

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement.

The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

Institution shall direct its Program Participants to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Facility's protected health information, the Program Participants are defined as members of the Facility's workforce, as that term is defined by 45

CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Facility.

G. Miscellaneous Terms, the following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination of this Agreement.
3. Institution may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Facility. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
4. Nothing in this Agreement requires or obligates Institution to admit or cause the admittance of a patient to Facility or to use Facility's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.
5. No Waiver: Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
  - a. Notices: All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail.
6. Program Director is the Coordinator for the Institution and can be reached at (931) 221-6455.
7. \_\_\_\_\_ is the Coordinator for the Facility and can be reached at: (phone) or (e-mail)