

## Queensland Cancer Control Safety and Quality Partnership Quality Assurance Committee

### Terms of Reference

#### 1 NAME OF COMMITTEE

The Queensland Cancer Control Safety and Quality Partnership Gazetted Quality Assurance Committee (The Partnership).

#### 2 PURPOSE

- 2.1 Operate as an approved quality assurance committee under Part 6, Division 1 of the *Hospital and Health Boards Act 2011* (Gazetted 10 December 2004).<sup>1</sup>
- 2.2 Function under the authority of sections 81 to 92 (Quality Assurance) of the *Hospital and Health Boards Act 2011*.<sup>2</sup>
- 2.3 The Partnership will facilitate the participation of clinicians and administrators responsible for the management and delivery of cancer services and consumers receiving cancer services in the peer review of the safety and quality of cancer services and service improvement.
- 2.4 The Partnership will support clinician and community led improvement of cancer services.
- 2.5 The Partnership serves to enhance the safety and quality of cancer services by working collaboratively with receivers and providers of cancer care to minimise the risks to patients.

<sup>1</sup> Part 6, Div 1, of the *Hospital and Health Boards Act 2011*

<sup>2</sup> S81 to 92 (Quality Assurance), of the *Hospital and Health Boards Act 2011*

### 3 FUNCTIONS

- 3.1 To collect and compile data on clinical care, processes and outcomes.
- 3.2 To feedback data to receivers, administrators and providers of cancer services (public and private) to enable the evaluation, management, monitoring or planning of cancer services.
- 3.3 To undertake safety and quality related health services and clinical research.
- 3.4 To disseminate information on the safety and quality of cancer services in Queensland through research publications, conferences and other cancer related professional development and training activities.
- 3.5 To establish sub-committees to consider and make recommendations to the Partnership on specific cancer related research, safety and quality issues as required.
- 3.6 To provide governance and guidelines for undertaking review of proposals to determine whether a proposal is a quality assurance activity (which is exempt from requiring Human Research Ethics Committee (HREC) review) or is a research project.
- 3.7 To ensure the timely reporting of safety and quality issues.
- 3.8 To provide clinicians with data, systems and tools to enable the collection of clinical data relevant to the evaluation, management, monitoring or planning of cancer services, clinician participation in safety and quality activities and the delivery of quality cancer care.
- 3.9 To report and make recommendations regarding cancer related safety and quality issues.
- 3.10 To work with the receivers of and public and private providers of cancer services and relevant professional groups to identify and negotiate the implementation of local and statewide solutions to the identified safety and quality gaps.
- 3.11 Make recommendations to the Minister for Health on standards, guidelines and quality indicators of cancer care.
- 3.12 To monitor the effect of recommendations on the safety and quality of cancer services across Queensland.

## 4 SCOPE

- 4.1 Queensland public and private facilities, Queensland Health, relevant professional associations, national and international groups, such as, but not limited to professional colleges, commonwealth departments and non-government organisations.
- 4.2 To collect and compile demographic (population and disease), treatment and outcomes data relevant to the evaluation, management, monitoring or planning of cancer services
- 4.3 Specific activities include but are not limited to the following.
  - 4.3.1 Monitoring and investigating trends in cancer incidence, survival, and other indicators of cancer outcomes to identify issues in the safety and quality of cancer services across the state.
  - 4.3.2 Facilitate the provision and exchange of relevant data between the Partnership and public and private providers of cancer care.
  - 4.3.3 Monitor and facilitate, in partnership with relevant parties, the adoption of standards and best practices and the development of indicators of cancer service safety and quality using data from Queensland Oncology Repository (QOR) and other sources including research, expert opinion and clinician experience.
  - 4.3.4 Engage with Queensland Health, professional associations, and public and private providers of cancer services to negotiate the development and uptake of strategies to address the identified safety and quality gaps.
  - 4.3.5 Work collaboratively with relevant organisations state-wide, nationally and internationally.
- 4.4 The scope of the Partnership excludes the management of concerns about professional performance. The Partnership has reporting limitations associated with privilege. To comply with the law, mandatory notification of 'public risk notifiable conduct' to the Office of the Health Ombudsman<sup>3</sup> must occur if a registered health practitioner:
  1. places public at risk of substantial harm because of an impairment
  2. places public at risk of substantial harm because of significant departure from accepted professional standards

<sup>3</sup> <http://www.oho.qld.gov.au> OFFICE OF THE HEALTH OMBUDSMAN 2015

## 5 AUTHORITY

- 5.1 The Partnership functions under the authority of the Hospital and Health Boards Act 2011, Part 6, Division 1: Quality Assurance.<sup>4</sup>
- 5.2 The Partnership provides advice on cancer related safety and quality issues to Queensland public and private facilities, Queensland Health, relevant professional associations, national and international groups such as but not limited to professional colleges, commonwealth departments and non-government organisations where required.
- 5.3 The Partnership provides direction to the Queensland Cancer Control Analysis Team (QCCAT). QCCAT is a unit of Metro South Health and a sub-committee of The Partnership. The QCCAT Senior Director is a member of The Partnership. QCCAT are relevant persons to the Partnership.

## 6 REPORTING

- 6.1 The Partnership operates under the provisions of S81 to 92 of the Hospital and Health Boards Act 2011, which confer qualified privilege and confidentiality obligations.<sup>5</sup>
- 6.2 The Partnership must provide a public report every three years through Queensland Health based on aggregated de-identified data.
- 6.3 The Partnership will provide Queensland public and private facilities, Queensland Health, relevant professional associations, national and international groups such as but not limited to professional colleges, commonwealth departments and non-government organisations, with an annual de-identified safety and quality report which may identify trends and issues in incidence, mortality, survival and prevalence relating to cancer; it may also include reports on cancer quality indicators as required.
- 6.4 The Partnership will submit an annual activity statement, on or before the anniversary of their establishment date and include the following information about the Committee:
  - 6.4.1 chairperson's full name
  - 6.4.2 each members full name
  - 6.4.3 for any person appointed as a member during the reporting period; the person's full name and qualifications; and the person's office or position; and a summary of the

<sup>4</sup> Part 6, Div 1, (Quality Assurance), *Hospital and Health Boards Act 2011*

<sup>5</sup> S81 to 92 (Quality Assurance), of the *Hospital and Health Boards Act 2011*

person's experience relevant to the committee's functions; and the date the person became a member.

6.4.4 if a person ceased being a member during the reporting period – the date the individual ceased being a member

6.4.5 dates of each meeting held by the committee during the reporting period.

## 7 MEMBERSHIP OF THE PARTNERSHIP

- 7.1 Chairpersons will be selected by the Chief Executive Metro South Health following an expression of interest on a triennial basis. A Chairperson may serve no more than two consecutive terms as chairperson of the Partnership, without reselection following an expression of interest.
- 7.2 Members of the Partnership will be appointed for a three year term.
- 7.3 Members will be appointed via an expression of interest.
- 7.4 To be appointed as a member of the Partnership an individual must demonstrate management and/or clinical experience in the delivery of cancer services in Queensland and/or experience in representing the cancer community.
- 7.5 Membership of the Partnership shall include but is not limited to;
- 7.5.1 representation from public and private sectors;
  - 7.5.2 representation from urban, regional and rural areas of Queensland; and
  - 7.5.3 consumer representation.
- 7.6 Proxies may not attend due to privacy and confidentiality requirements.
- 7.7 The Partnership members and Chairperson may be remunerated for their time in accordance with the department of Justice and Attorney-General guidelines on *Remuneration of Part-time Chairs and Members of Government Boards, Committees and Statutory Authorities, 2010*.<sup>6</sup>

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<sup>6</sup> Remuneration of Part-time Chairs and Members of Government Boards, Committees and Statutory Authorities, 2010.

## 8 SUB-COMMITTEES

- 8.1 To assist the partnership in discharging its responsibilities, the Partnership will establish sub-committees to undertake specific tasks related to the activities of the Partnership.
- 8.2 All sub-committee members will be identified as relevant persons.
- 8.3 The Queensland Cancer Control Analysis Team (QCCAT) will function as a sub-committee.
- 8.4 In their role as a sub-committee QCCAT's functions will include but are not limited to the following activities.
  - 8.4.1 Undertaking the day-to-day management and analysis of the cancer data in QOR.
  - 8.4.2 Undertaking the development and testing of data collection processes.
  - 8.4.4 Coordinating and support sub-committees on behalf of the Partnership.
  - 8.4.5 Engaging clinicians, Hospital and Health Services, Public and Private Hospitals and other relevant persons in safety and quality activities related to cancer care in Queensland.
- 8.5 QCCAT will take direction from the Partnership and from the Chairperson of the Partnership. Management responsibility for QCCAT resides with the Medical Director, Cancer Services, Princess Alexandra Hospital, Metro South Health.
- 8.6 The Medical Director, Cancer Services, Princess Alexandra Hospital, Metro South Health and the Senior Director, QCCAT shall be members of The Partnership.
- 8.7 Sub-committees will be chaired by a relevant person nominated by the Partnership, and all members shall be Partnership members or relevant persons. The Officers involved in the management, analysis and reporting of data have all been identified as relevant persons to the Partnership.
- 8.8 A sub-committee Chairperson and members may be remunerated for their time in accordance with the department of Justice and Attorney-General guidelines on *Remuneration of Part-time Chairs and Members of Government Boards, Committees and Statutory Authorities, 2010*.<sup>7</sup>

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<sup>7</sup> *Remuneration of Part-time Chairs and Members of Government Boards, Committees and Statutory Authorities, 2010.*

## 9 RELEVANT PERSONS

- 9.1 The Partnership may authorise certain persons to receive information to enable the Partnership to perform its function. This includes but is not limited to the Queensland Cancer Control Analysis Team.
- 9.2 The secretariat of the Partnership will maintain a register of relevant persons containing the following information.
  - 9.2.1 The individual's full name and qualifications.
  - 9.2.2 The individual's office or position.
  - 9.2.3 The date the individual was authorised as a relevant person.
  - 9.2.4 The date the individual was terminated.
- 9.3 The Partnership will be notified of circumstances where eligibility as a relevant person no longer applies.
- 9.4 The chairperson, on behalf of the partnership, will write to the relevant person to advise the following.
  - 9.4.1 Confirm termination as a relevant person.
  - 9.4.2 Advise that any information obtained in the course of involvement in the Partnership will continue to be protected under the privacy and confidentiality provisions outlined in the terms of reference.
  - 9.4.3 Request that the relevant person destroy or return all documents in their possession (hard copy and electronic copy) that were received in their capacity as a relevant person.

## 10 MODIFICATION OF TERMS OF REFERENCE

- 10.1 From time to time, the Terms of Reference may be modified by The Partnership.
- 10.2 Unless otherwise specified by the Partnership, changes take effect from the time of resolution by the Partnership.
- 10.3 Notification of changes to the Name, Terms of Reference or Membership of the Partnership and relevant persons must be submitted to:

Executive Director  
Patient Safety and Quality Improvement Service  
Level 2, 15 Butterfield Street  
HERSTON QLD 4006  
Email: Quality-Assurance-Committee@health.qld.gov.au

## 11 OTHER PARTICIPANTS

- 11.1 Where agreed by the Partnership, guest speakers or expert advisors may present advice in specialist areas to the Partnership. However, due to privacy and confidentiality considerations, such persons will not participate in the meeting except for the specific matters under consideration and do not assume membership of the Partnership.

## 12 PRIVACY AND CONFIDENTIALITY

- 12.1 The Partnership will function in accordance with Division 3 of the *Hospital and Health Services Regulation 2012* which requires the adoption of a privacy policy.<sup>8</sup>
- 12.2 Members of the Partnership and relevant persons are prohibited from making a record of, divulging or communicating to any other person, information they obtained in the course of their involvement in the Partnership activities, unless this was done for the sole purpose of enabling the Partnership to perform its functions.
- 12.3 Members of the Partnership and relevant persons are required to sign a privacy and confidentiality statement and declare any conflict of interest.
- 12.4 Members of the Partnership and relevant persons cannot be legally required, whether by a provision of an Act or by an order of the Court to produce any documentation that was created during the course of the Partnership performing its functions.
- 12.5 Any information released by the Partnership while performing its function will not disclose the identity of an individual who is a provider or recipient of cancer services unless the individual has consented in writing to that disclosure.
- 12.6 It will be mandatory for all Queensland Health persons who access the Oncology Analysis System (Generic system) and receive information from Generic system for purposes consistent with the Partnership's functions to read and agree to be bound by the terms and conditions as described in Generic system.
- 12.7 It will be mandatory for all Non Queensland Health persons who access the Oncology Analysis System (Generic system) and receive information from Generic system for

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<sup>8</sup> Division 3, of the *Hospital and Health Services Regulation 2012*



purposes consistent with the Partnership's functions to read, agree to, have signed and be bound by the Data Access and Use Deed.

- 12.8 Auditing and monitoring of user access will be undertaken periodically (not less than on an annual basis).

## 13 PERIODIC COMMITTEE EVALUATION

- 13.1 The Partnership will periodically (not less than on an annual basis) evaluate its effectiveness in meeting the Partnership's identified purpose and functions (e.g. timeliness of decision-making, attendance at meetings, and number of meetings).

## 14 MEETING PROTOCOLS

- 14.1 A Chairperson is to preside at all meetings. The Chairperson may delegate the chairperson role to another Partnership member.
- 14.2 The following quorum requirements apply.
- 14.2.1 Where there is an odd number of members of the Partnership, the quorum is a majority of the members.
- 14.2.2 Where there is an even number of members of the Partnership, the quorum is one half of the number of members, plus one.
- 14.3 Urgent matters may be determined by flying minute out-of-session, requiring affirmation by a number of members equal to or greater than a quorum. The decision is evidenced by signature to the flying minute, and does not take effect until the requisite signatures are recorded (in original or facsimile).
- 14.4 Where practicable, the agenda together with reports and related documents will be forwarded to members in sufficient time to enable consideration prior to meetings.
- 14.5 Accurate minutes will be kept of each meeting of the Partnership. The minutes of meetings are to be submitted to Partnership members for ratification at the next subsequent meeting of the Partnership. When confirmed, the minutes shall be signed by the Chairperson and will be taken as evidence of the meeting. Minutes will be stored for at least 10 years.
- 14.6 Decisions shall be on a simple majority voting basis and only by those in attendance at the meeting. There shall be no proxy vote.

- 14.7 A meeting may be conducted wholly or partially by electronic means, whereby some or all participants can be heard and can hear, but are not necessarily in the same location. All other requirements of these Terms of Reference apply to the meeting.
- 14.8 Any dispute or difference which may arise as to meaning or interpretation of these Terms of Reference and as to the conduct of a meeting shall be determined by the Chairperson.

## 15 TERMINATION OF MEMBERSHIP

- 15.1 The Partnership may terminate the membership of a member if they are no longer eligible for the position to which they were nominated.
- 15.2 The Partnership may, by three quarters majority, determine that a member is no longer a member of the Partnership.
- 15.3 Circumstances where this would occur include, but are not limited to, persistent non-attendance without reasonable excuse (3 consecutive meetings) and conflict of interest. The Partnership will formally discuss and recommend actions regarding termination of Partnership members. Decisions will be by three quarters majority of Partnership members.
- 15.4 The Chairperson of the Partnership, on behalf of the Partnership, will write to the member to advise the following.
- 15.4.1 Confirm termination of membership.
- 15.4.2 Advise that any information obtained in the course of involvement in The Partnership will continue to be protected under the privacy and confidentiality provisions outlined in the Terms of Reference.
- 15.4.3 Request that the member destroy or return all documents in their possession (hard copy and electronic) that were received in the course of their membership of the Partnership.

## 16 SECRETARIAT

- 16.1 Secretariat support will be provided by the Queensland Cancer Control Analysis Team (QCCAT).

- 17.1 At least six monthly and of two hour duration. Meetings will be held more frequently if required.
- 17.2 Meetings will not be cancelled or postponed unless there are exceptional circumstances.
- 17.3 The Chairperson will determine the time and place for ordinary meetings.
- 17.4 The Chairperson may delegate the chairperson role to another Committee member.
- 17.5 A Chairperson is to preside at all meetings.
- 17.6 A meeting may be conducted wholly or partially by electronic means, whereby some or all participants can be heard and can hear, but are not necessarily in the same location. All other requirements of these Terms of Reference apply to the meeting.