



Australian Council of TESOL Associations

Joint Committee of Public Accounts and Audit

Inquiry into the Contract Management Frameworks Operated by Commonwealth Entities

Public Hearing: Wednesday 4 December 2024, 10:30 – 11am

Response to Questions Asked by Mr Mitchell

from

Helen Moore, ACTA Vice-President

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ATTACHMENTS

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ACTA 2021. *Towards a Payment Model to Incentivise Authentic Outcomes from the AMEP*

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ACTA 2024 *Standards-based Quality Assurance: the ACTA Proposal*

Home Affairs 2165 RTF for **AMEP Provision**.

Attachment A: Statement of Requirement

Attachment C: Pricing Schedule

Home Affairs 2166 RTF for **Quality Assurance Services**. *Attachment A: Statement of Requirement*

Home Affairs 2167 RTF for **AMEP Academy**. *Attachment A: Statement of Requirement*

Life Course Centre 2022. *Adult Migrant English Program (AMEP) Impact Evaluation Project*.

1. Mr Mitchell's Questions

Please accept the following response to the observations and questions by Mr Brian Mitchell in the 4th December Inquiry hearing, viz:

*Wherever there's government money at stake in a range of portfolios, somebody will try to 'game the system' in order to meet their KPIs so that the funding continues to flow. What we want to do, in this instance, of course, is **make sure people actually learn English or know more English at the end than they did when they started.***

*Dr Moore, you seem to be saying that we can assess for all that—that's terrific—but don't tie it to the KPIs because if you tie it to a KPI that gives an incentive to nudge up somebody who's not quite there just to try and massage the figures to meet the KPIs. **But I'm at a loss as to how else we can assess whether a contractor is meeting the requirements.** They've taken a cohort of people, and we want to make sure that they are funded to learn English and that, once their funding program is over, a number of people have learned appropriate levels of English. **What do you say is the most appropriate contract mechanism for that to occur?** (my emphasis; Hansard Wed. 4 December p. 3)*

As a preliminary, I'd like to emphasize that what is needed is **not** difficult. An essential starting point would be a relatively simple but fundamental change to how contracts are awarded and monitored (see section 6 below, ACTA Recommendation 18).

A draft of this response was circulated for feedback to the ACTA Adult ESOL (English for Speakers of Other Languages) Consultancy Group and has been approved by the ACTA Executive.

2. Re: *Making sure people actually learn English or know more English at the end than they did when they started.*

Ensuring that people increase their English proficiency in the AMEP rests fundamentally on the quality of tuition they receive.

2.1 The determinants of effective tuition

Effective quality tuition rests crucially on:

- (i) **Teacher quality.** Research is unequivocal that the key factor in teacher quality is the level of training in their field¹ supported and refreshed by on-going professional development.

¹ Based on extensive research, including several international surveys, world authority Linda Darling-Hammond states: *Research consistently shows that teacher quality is one of the most important variables for student success and that teachers with stronger qualifications (academic ability, strong content knowledge, full preparation before entry, certification in the field taught, and experience) produce higher student achievement.* <https://edpolicy.stanford.edu/sites/default/files/publications/addressing-inequitable-distribution-teachers-what-it-will-take-get-qualified-effective-teachers-all-1.pdf>

She also reports that student achievement is most harmed by casual teachers with provisional qualifications, and most helped by teachers with postgraduate qualifications in their subject area and more than two years' experience (p. 5). For other research, see, for example: Julian R. Betts, Kim S. Rueben, and Anne Danenberg, "Equal Resources, Equal Outcomes? The Distribution of School Resources and Student Achievement in California" (San Francisco: Public Policy Institute of California, 2000); Donald Boyd and others, "How Changes in Entry Requirements Alter the Teacher Workforce and Affect Student Achievement," *Education Finance and Policy* 1 (2) (2006): 176–216; Charles Clotfelter, Helen Ladd, and Jacob Vigdor, "How and Why Do Teacher Credentials Matter for Student Achievement?" Working Paper 12828 (Cambridge, MA: National Bureau of Economic Research, 2007); Linda Darling-Hammond, "Teacher Quality and Student Achievement: A Review of State Policy Evidence," *Educational Policy Analysis Archives* 8 (1) (2000), available at <http://epaa.asu.edu/epaa/v8n1>; Linda Darling-Hammond and others, "Does Teacher Preparation Matter? Evidence About Teacher Certification, Teach for America, and Teacher Effectiveness," *Educational Policy Analysis Archives* 13 (42) (2005), available at <http://epaa.asu.edu/epaa/v13n42/>; Ronald F. Ferguson, "Paying for Public Education: New Evidence on How and Why Money Matters," *Harvard Journal on Legislation* 28 (2) (1991): 465–498; Mark Fetler, "High School Staff Characteristics and Mathematics Test Results," *Educational Policy Analysis Archives* 7 (9) (1999), available at <http://epaa.asu.edu/epaa/v7n9.html>; Laura Goe, "Legislating Equity: The Distribution of Emergency Permit Teachers in

- (ii) **Teaching resources**, that is, the curriculum and resources from which teachers develop their lessons.
- (iii) **Stability of provision**. *This is the necessary pre-requisite for the other two.* Lack of stability undermines:
- incentives for teachers to gain and maintain professional training
 - planning, developing, consolidating and improving programs and resources²
 - providers' ability to employ quality teachers and respond flexibly to diverse learner cohorts (e.g. women; youth with minimal/no previous schooling, victims of trauma)
 - the development of a professional culture and institutional memory
 - the free flow of information up and down the line within providers, and between providers and the Department.

The instability created by the current contracting model was the root cause of the defective 2017 contract. The contract's deficiencies resulted from the absence of institutional memory (re item (ii) above) and the lack of job security that inhibited teachers and Centre managers from reporting the gross dysfunction that the contract had created (see ACTA submission section 5).

The Inquiry's inability to access a broad range information and advice on the AMEP also stems from the constraints inherent in the current contractual model, central to which is the insecure employment that supports secrecy.

2.2 Standards (not KPIs) address the key ingredients in ensuring English learning

Prior to 2017, the quality and effectiveness of teachers and resources (and other important contributors to quality provision) were monitored using the 2009 NEAS *AMEP Standards* (tabled in the 4 December hearing).³ Maintaining these Standards underpinned provider performance on the various measures used to evaluate the AMEP, including student English gains. They were an essential tool in holding provider managements/institutions to account.⁴ ***It is an illusion that, under previous contracts, KPIs kept the AMEP on track.***

Standards along the lines of the 2009 NEAS specifications allow for a rigorous, detailed but holistic assessments of program quality made by those with the relevant expertise and necessary independence.⁵

ACTA Recommendation 18 (see section 6 below) goes further than simply using Standards. We have long advocated for a **grading system** based on Standards. That would definitively resolve the issue raised by Mr Mitchel in the hearing on 13 November:

California," Educational Policy Analysis Archives 10 (42) (2002), available at <http://epaa.asu.edu/epaa/v10n42/>; Dan Goldhaber and Dominic Brewer, "Does Teacher Certification Matter? High School Certification Status and Student Achievement," Educational Evaluation and Policy Analysis 22 (2000): 129–145; Parmalee Hawk, Charles R. Coble, and Melvin Swanson, "Certification: It Does Matter," Journal of Teacher Education 36 (3) (1985): 13–15; David H. Monk, "Subject Area Preparation of Secondary Mathematics and Science Teachers and Student Achievement," Economics of Education Review 13 (2) (1994): 125–145; Robert P. Strauss and Elizabeth A. Sawyer, "Some New Evidence on Teacher and Student Competencies," Economics of Education Review 5 (1) (1986): 41–48.

² For example, the instability inherent in the current contractual system has led to the vast trove of resources and research produced by the AMEP Research (1991-2007) being no longer accessible. Likewise, the exemplary AMES Australia "Bright Futures" Refugee Youth Program and accompanying resources no longer exist: see ACTA Submission Exhibit 8.

³ NEAS = National ELT (English Language Teaching) Accreditation Scheme.

⁴ By "senior" I mean those at highest levels in provider institutions – their interest lies in the contribution of AMEP contracts to their bottom line and not in provision for adult migrants.

⁵ The NEAS specifications are grouped under the following headings: Premises, Professional & Administrative Staff, Educational Resources, Program Delivery, Support Services, Program Evaluation, Program Promotion.

Given the 13 providers of this service, does the department have a metric by which providers are providing the best practice? Does it have scalability, where it has been assessed that some providers are providing a better service than others, and what's required to get there? (Hansard Wed. 13 November p. 23)

The new AMEP RTF includes:

- (i) **provision for re-development of AMEP Standards.**⁶ ACTA hopes that this exercise will result in something similar to the 2009 NEAS Standards in allowing both detailed and a holistic evaluation of provider performance
- (ii) **a separate RTF for an AMEP Academy.**⁷ This should assist in upgrading teacher quality. However, ACTA is concerned that the pool of expertise needed to deliver this Academy is now severely depleted.⁸

ACTA supports these developments but believes our Recommendation 18 would provide the assurance Mr Mitchell seeks and that we endorse.

2.3 Why KPIs don't work

After 2017, QA rested solely on file audits of compliance with KPIs (see ACTA submission section 4.4.2).⁹ The footnotes in the ACTA submission to this Inquiry and other submissions provide clear evidence that this approach to evaluating AMEP outcomes not only failed to ensure people actually learned English but was also seriously dysfunctional.¹⁰

In addition to being easily gamed, KPIs incentivise providers to focus on meeting discrete and fragmented performance measures.

For example, the focus on English gains inhibits teaching to meet the AMEP's broader settlement goals (e.g. safety at the beach; content on Australian society and political system).¹¹ The "Learning Outcomes" KPI (in a rigid assessment-oriented curriculum) incentivises "teaching to the test," which:

- restricts how and what is taught
- over-simplifies and under-estimates what constitutes learner progress
- disallows consolidating learning (because the incentive is to achieve another "outcome").

The new RFT includes a KPI for "Individual Pathway Guidance".¹² Recent research shows this KPI may have similar reductive effects.¹³

⁶ See paragraph 3.2 in Home Affairs 2166 RTF *Statement of Requirement* for the QA provider (attached).

⁷ See Home Affairs 2167 RTF *Statement of Requirement* (attached).

⁸ The number of experts in teaching English *specifically to adult migrants in Australia* is now miniscule (probably less than 8). This has resulted from the secrecy inherent in contracting competitively for the AMEP, combined with the decimation of specialist teacher training in English for non-native speakers that has followed from global school budgets and principals' employment priorities. The few remaining programs cater for international students.

⁹ The 2019 Social Compass Evaluation of the AMEP (2017-2021 contract) reports on KPI indicators and problems reported by providers (see Chapter 7 in [Evaluation of the Adult Migrant English Program New Business Model](#)). Despite these problems (including "manipulating" results), Social Compass did not overtly question the value of using KPIs in this way, although reservations were implied: see p. 32, last paragraph.

¹⁰ Chapter 7 of the Social Compass Evaluation reports on 2017-21 results on KPI indicators and problems reported by providers. Given the chaos that was occurring in the AMEP and the subsequent Auditor's report, the generally optimistic reporting provides further evidence for the ineffectiveness of KPIs in monitoring the AMEP's performance.

¹¹ Prior to the 2017 contract, the program included a unit on preparing for a Citizenship test. The resources (now lost) were highly valued by teachers and students. Another unit (also lost) was for mothers preparing to give birth (-- as a teacher commented to me: "There's a big difference between 'push' and 'breathe'"). See also footnote 28.

¹² See para. 4.2.08 (p. 60); also para. 3.7 (p. 23) Home Affairs 2165 RTF for AMEP Provision. Attachment A: *Statement of Requirement*. The critical requirement is in para. 3.7.6 but I can't find it.

¹³ In response to circulating a draft of this response, I was sent the following summary of Playsted, S., Thomas, D., & Wilkinson, J., which is forthcoming in the *Language Teaching Research Journal*:

It is well known in the field that some providers are performing poorly but continue delivering the AMEP. An examination of AMEP history since the introduction of competitive contracting in 1998 is likely to show that poor performance against KPIs has *never* been used to exit a provider from the AMEP.¹⁴ A Standards-based grading system provides a far more rigorous and exact evaluation tool and metric (see 2.2 above and Recommendation 18 in section 6 below).

3. Re: How, other than using KPIs, can we assess whether a contractor is meeting the requirements?

As just argued, Standards-based assessment along the lines of the 2009 NEAS AMEP Standards is demonstrably more effective in assessing whether a contractor is meeting requirements.

KPIs should be reserved for evaluating performance where perverse incentives cannot operate, for example, re submitting data and information in a timely way.

4. Re: What is the most appropriate contract mechanism to ensure that AMEP students have learned appropriate levels of English?

Three contractual mechanisms are crucial:

- 1) **incentivising high provider performance**
- 2) provider payments that **support coherent class formation**
- 3) **ending the closed system** that blocks communication about problems.

4.1 Incentivising high performance

The contractual element essential to ensuring high quality teaching and effective English language learning in the AMEP would be to give providers reasonable assurance that ***high quality performance will be rewarded by the continuation of their contract***, and conversely that ***marginal or below standard providers would face contract termination*** within, say, six months (including the opportunity to re-tender if desired). Please see ACTA Recommendation 18 and our proposed grading system based on Standards (section 6 below).

This system would also cut the cost of preparing and assessing AMEP tenders, and the waste when contracts are lost (– none of which has been documented, at least in the public domain; see ACTA submission 5.2.3).

Recent research findings confirm those of the Social Compass report (2019, p. 105) that mandatory Individual Pathway Guidance interviews (IPGs) tracking each student's vocational and educational progress have been a "negative development" in the AMEP. The reason for this was the shift in focus away from funding counselling that supported a student at a holistic level and towards "tracking progress" at a superficial level through the completion of mandatory questions about vocational and employment goals.

Further to Social Compass' (2019) findings, Playsted et al.'s (2024) study found that IPGs placed a particular burden on teachers of students who are at pre-levels in the AMEP. Pre-level students are preliterate adults, often from refugee backgrounds, who may have experienced trauma and few to no opportunities for formal education. Their teachers reported that conducting mandatory IPGs placed a significant constraint on their capacity to effectively support their students to develop English language skills. This is because teachers needed to focus on teaching students how to answer set questions for an upcoming IPG interview, instead of oral language activities that were at an appropriate level and relevant to the educational and settlement needs of their students. It is recommended that the structure, questions and delivery of IPG interviews be reviewed to better reflect the English language, educational and settlement needs of students in specific cohorts, specifically pre-level students in the AMEP.

¹⁴ In the two instances of contracts prematurely terminated of which we are aware, both providers handed in their contracts, one (Mission Australia) because they discovered (after several months) that they lacked capability to deliver the AMEP and the other (CIT) because of a financial disagreement with the Department.

4.2 Provider payments

A crucial contractual element, which has not been discussed in the Inquiry's public hearings, is **how providers are paid**. As in the 2017 contract, the new RTF specifies provider payments based, for the most part, on hourly student attendance. Up to 20 students per face-to-face class are permitted.¹⁵

The payment system means that providers' financial viability rests on maximising class sizes. It is therefore *the* crucial factor in creating classes.

Because AMEP student attendance is highly irregular,¹⁶ providers:

- over-enrol classes, often by 10 or more students
- admit students on a continuous basis
- form classes with vastly different English language levels
- recombine classes when numbers fall below the maximum permitted size.¹⁷

None of the above support quality teaching and effective learning. Unstable class groups induce one-off lessons in preference to sequenced teaching that targets English levels and systematically builds learner competence. Students also resent disparate English levels in their classes. If all or most enrolled students come on the same day, the provider is in breach of class size requirements.¹⁸

Payment for hourly (or even daily) attendance in the school system would be unthinkable. Its use in the AMEP intensifies the pressure to employ casual teachers.

Please find attached a proposal for an alternative payment system, which ACTA submitted in the 2021 consultation process on reforming the AMEP: *Towards a Payment Model to Incentivise Authentic Outcomes from the AMEP*.

4.3 Facilitating more open communication flows

Three contractual elements would facilitate more open communication than is current.

¹⁵ See paras. 2 & 3 (pp. 4-5) in Home Affairs 2165 RTF for AMEP Provision. *Attachment C: Pricing Schedule* (attached).

¹⁶ Providers have little control over student attendance. Many students, especially if newly arrived, do not have settled routines that fit regular class attendance. Other claims include house- and job-hunting, on-demand work shifts, finding schools for their children, dealing with their own and other family members' illness and the effects of torture, trauma and tragedies afflicting those left behind. Compulsory mutual obligation meetings take no account of English classes.

¹⁷ Casual teachers are also laid off or given irregular shifts.

¹⁸ See ACTA submission section 4.4.4; also [Maximising AMEP and English Language Learning Consultation Report - Settlement Council of Australia \(scoa.org.au\)](https://www.scoa.org.au), p. 3.

Here is one teacher's account of the effects on her and her class:

My Level II/III class of 14 students (deemed too small), more than doubled overnight to a multi-level class of 30 on the roll (and, so far, between 24-27 students in actual attendance). This was brought about because of small numbers in the two highest level classes and then the resignation of one of the teachers of the other class. The co-teacher of that class immediately lost two days of work a week.

Of course, all the students were extremely upset about the change (as were the teachers), and I spent a couple of days just trying to manage the fallout as best as I could (with a great deal of help from my manager). Added to our woes was the fact the internet was barely functional - not even the Navitas phones were working, as they are connected to the internet. We were simultaneously being put under a lot of pressure to get our TAE updates sorted, or potentially lose our jobs on April 1. I hadn't even started on that. ...

I ended up having a minor panic attack one evening over the current state of affairs and, as a result, have finally decided to quit AMEP altogether. Next week will be my last. I am very upset about this, as teaching in AMEP was once my dream career. However, as it is now, there is no future in it, and as I absolutely despise Navitas, I can't continue to support them as an organisation. I've consoled myself with the thought that I can always do volunteer teaching for MARRS or the ASRC at some point later. In the meantime, I've applied for a few non-teaching jobs, and have an interview for one next week.

This teacher had extensive experience in the field, including overseas, and held a Masters' degree TESOL

- (i) **Stability.** The most significant contribution that an AMEP contract could make to improving trust and open communication would be providing stability of employment for those delivering the Program. See 4.1 and 4.2 above, also the comments on “continuity” in Submission 5 (Corbel) to the Inquiry.
- (ii) **Input from teachers.** A second mechanism would be providing scope for those actually delivering the AMEP, i.e. teachers, to contribute their perspectives, for example, through an annual anonymous survey. Currently, all lines of communication are between provider managers and the Department. There is no mechanism by which teachers can provide input into the management of the AMEP without jeopardy or violation of their employment contract. The available options are highly formalised and, in effect, impossible for teachers to access.¹⁹
- (iii) **Independent Advisory Body.** A third mechanism would be an independent advisory body whose membership included teacher representatives (say, two), AMEP managers (say, two), representation from the relevant unions (AEU and IEU), professional associations (ACTA and ACAL²⁰), and ethnic associations (Settlement Council of Australia), independent external TESOL experts (say, two) and Home Affairs.²¹ The most recent AMEP Evaluation recommended creation of an Advisory body.²² ACTA has also made a submission to this effect: see *Proposal for an AMEP Advisory Body* (attached).

The new RTF includes a potential for opening up communication through QA provision, which “may include ... (e) stakeholder feedback and discussions with Contractor Personnel, past or present AMEP Clients (or both), and others involved with the AMEP.”²³ However, this is hardly a robust assurance that the current closed communication circuit will be broken.

5. A further related and necessary question: *How can it be determined if AMEP students are actually learning English?*

Gaining valid and reliable data on whether students in the AMEP are actually learning English must not be corrupted/corruptible by gaming, incentives or fear of failing a KPI.

A further requirement is that these data should be *interpretable in relation to what might reasonably be expected*. So, for example, the 2015 ACIL Allen *AMEP Evaluation* (attached) provides extensive data on English gains but little insight into whether these outcomes are good/bad/indifferent.

Interpreting information on English gains requires the development of **benchmarks** for different learner cohorts. Please see the document *Standards-based Quality Assurance: the ACTA Proposal* (tabled at the 4 December hearing; attached for your convenience).

¹⁹ For example, a teacher reported to me her (and others’) concerns regarding various apparent irregularities by her manager, including working a second job additional to his full-time position as Centre manager, which necessitated his regular absence during Centre working hours. The reply in response to my request for advice from the relevant Home Affairs official was: “From your description it sounds like an unpleasant working environment not conducive to optimum outcomes, but the specific matters you have raised appear to be staffing and management issues that are internal matters for ... [provider name]. The department would only be in a position to raise these matters with ... [provider name] if there was credible evidence that AMEP clients are adversely affected, or that ... [provider name] is in some way in breach of their contractual obligations. If ... [provider name & location] staff have this evidence, they could raise a complaint either through the department’s formal complaints mechanism [Compliments, complaints and suggestions \(homeaffairs.gov.au\)](http://Compliments.complaints.and.suggestions.homeaffairs.gov.au) or to the Director, AMEP Operations, via the AMEPInfo@homeaffairs.gov.au mailbox.” The feedback form states that it is “to collect feedback from clients about their interaction with the Department”, that is, it is not for those delivering services to clients. There is no way that casual teachers would put their name to a letter to the Director of AMEP operations. Similar complaints about unhealthy and unsafe working conditions have met with similar advice.

²⁰ ACAL = Australian Council for Adult Literacy.

²¹ TESOL = Teaching English to Speakers of Other Languages.

²² [Evaluation of the Adult Migrant English Program New Business Model](#), Recommendation 7 (pp. xv, 22).

²³ Home Affairs 2166 RTF *Statement of Requirement* for the QA provider (attached), paragraph 3.11.6.

Research is clear that various factors (most notably, age and previous education) significantly impact learning rates and gains in a second language. Other factors affect participation, retention and learning gains.²⁴ Benchmarks should be established for both *learning gains* and *participation* in the AMEP. Some (maybe much) of this research was done by the AMEP Research Centre (1991-2007).²⁵ The AMEP Team in Home Affairs may have access to that research; if not, it is lost.

Different measures of English gains have been used in the past and in other educational sectors.

- (i) As will be seen in the ACIL Allen AMEP Evaluation (attached), the most directly interpretable data are in Figures 40 and 41, which are drawn from assessments using the *International Second Language Proficiency Rating scale (ISLPR)*.²⁶ It is no longer practicable to reinstate this measure (for reasons that can be explicated if required).
- (ii) International students are routinely assessed using the *International English Language Testing Scheme (IELTS)*. This scheme is unsuitable for use in the AMEP because it is designed to assess suitability of overseas applicants for tertiary studies or employment.²⁷
- (iii) The most practical and available method of assessing English gains in the AMEP is according to reports on learner gains in the common curriculum, now the *Victorian EAL (English as an Additional Language) Framework*, as required in the new RFT.²⁸ As already argued, setting benchmarks based on these reports must be entirely disconnected from any (dis/)incentives, including KPI data.

Please see the independent **ACIL Allen 2015 AMEP Evaluation** (attached) Chapters 4 and 5 for the various measures and outcomes reports from the earlier 2011-2017 contract.²⁹ See Figures 39-44 for reporting on English language gains prior to the disastrous 2017 contract. This report demonstrates

²⁴ From an email that arrived in response to a draft of this response:

We have a high % of clients from the Humanitarian visa stream, with the second biggest group from the family stream. How do you set reasonable KPI's when teaching a client group where a large proportion are suffering PTSD, depression, ill health – to the extent that ambulances have to be called every few weeks – with a reasonable number living in DV situations - and with many who are from non-Roman script backgrounds, illiterate in their own language, and with no or little English language proficiency? Where in all this is developing some knowledge of settlement in Australia to make their lives a little easier?

²⁵ An AMEP Research Centre project focussed on refugee youth: Moore, H., Nicholas, H., and Deblaquiere, J. 2008. *Opening the Door: Provision for Refugee Youth with Minimal/No Schooling in the Adult Migrant English Program*.

Other references on factors influencing language learning rates and gains are:

Levine, G.S., Mallows, D. (2021). Introduction: Language Learning of Adult Migrants in Europe. In: Levine, G.S., Mallows, D. (eds) *Language Learning of Adult Migrants in Europe*. Educational Linguistics, vol 53. Springer, Cham. <https://doi.org/10.1007/978-3-030-79237-4>

Yekrang, Aryan (n.d.) *Immigrants: Language Acquisition and Education* [Immigrants: Language Acquisition and Education](#)

Smart, D, De Maio, J., Rioseco, P., & Edwards, B. (2017). English skills, engagement in education, and entrance into employment of recently arrived humanitarian migrants (Building a New Life in Australia Research Summary). Melbourne: Australian Institute of Family Studies. ISBN 978-1-76016-134-7 (online) ISBN 978-1-76016-133-0 (PDF) [Living alone and personal wellbeing English skills, engagement in education, and entrance into employment of recently arrived humanitarian migrants](#)

²⁶ [Home - islpr](#)

²⁷ Put simply, its gradations are too broad and its content is inappropriate for use in the AMEP. [IELTS – The most trusted English test for work, study and visa | IELTS Australia](#)

²⁸ The ACTA Inquiry submission recommends a further (and different kind of) review of the AMEP. One reason is because of problems with this curriculum that stem from accreditation requirements, which are clearly beyond this Inquiry's scope.

²⁹ Three key conditions operating in that contract no longer apply: (1) the 510 hours tuition limit, (2) tuition restriction to those with less than "Functional English", and (3) use of the ISLPR.

what was (and should be) entailed in assessing AMEP outcomes. It barely reports on KPIs (see para. 6.2.4).³⁰ See also the 2022 ARC Life Course Centre report (attached).³¹

6. Relevant Recommendations from the ACTA submission to this Inquiry

Recommendation 11. The Committee should recommend that an independent, expert inquiry that includes co-design processes be established to investigate how Commonwealth contracting for the AMEP can be made fit-for-purpose, efficient and effective in resourcing, supporting, enhancing, regulating and evaluating the performance of this Program.

Recommendation 16. Evaluations of the AMEP should routinely include data on student retention from one contract to the next.

Recommendation 17. The performance of the AMEP overall from one contract to the next should be regularly and systematically evaluated through independent research commissioned under the auspices of the Immigration portfolio and conducted by appropriate experts to investigate:

- i. participation and retention
- ii. English language attainment
- iii. program quality (from data based on relevant Standards)
- iv. student satisfaction
- v. settlement outcomes, not only but including employment
- vi. the quality of the evidence base relating to the AMEP.

Recommendation 18. The award and monitoring of contracts for the AMEP should be streamlined and modernised on risk-based principles as follows:

- i. Individual provider performance should be Standards-based along the lines of the 2009 NEAS *AMEP Standards Manual*.
- ii. Individual provider performance should be evaluated annually and rigorously by independent assessors with recognised TESOL expertise on a 5-point performance ranking scale, viz.:
 - A = outstanding performance
 - B = good performance
 - C = satisfactory performance
 - D = somewhat unsatisfactory performance
 - E = unsatisfactory performance.
- iii. Providers scoring C or below more than once in any 3-year period should be asked to show cause as to why their contract should not be re-opened for tendering.
- iv. Providers who consistently score A or B should not be required to compete for new contracts until a new 10-12 year cycle.
- v. New tenders for all provision should be called every 10-12 years.
- vi. Provider assessments should be undertaken by an independent, expert body with no other role in AMEP provision. The assessment team should include experts in TESOL and one in public administration. Assessments should include classroom observations and interviews with students, teachers and front-line managers.

³⁰ In fact, the subsequent Social Compass Evaluation of the 2017-2021 contract provided more detail than ACIL Allen on KPI performance on the previous contract. See Chapter 7, section 7.1.1 for a brief comparison of KPIs under both contracts and Appendix B for 2011-17 indicators [Evaluation of the Adult Migrant English Program New Business Model](#).

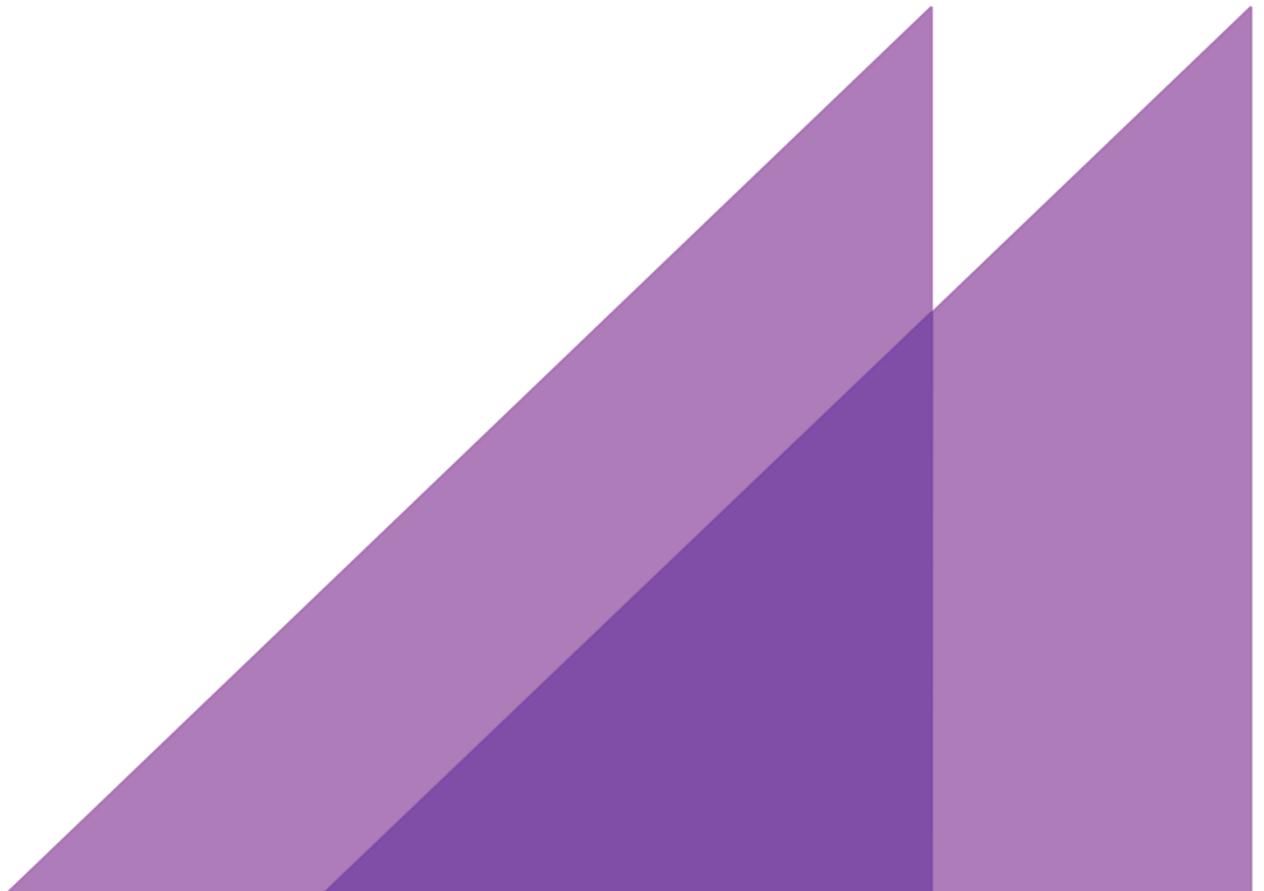
³¹ See also [AMEP Impact Evaluation Project - Paper A - Profile of AMEP clients - 2022](#) (attached). Re English gains, see Figure 12, p. 9.

ACIL ALLEN CONSULTING

FINAL REPORT TO
DEPARTMENT OF EDUCATION AND TRAINING

22 MAY 2015

AMEP EVALUATION





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'AMEP EVALUATION', FOR THE
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Acronyms

AMEP	Adult Migrant English Program
ARMS	AMEP Reporting and Management System
ASQA	Australian Skills Quality Authority
CCS	Complex Case Support
CIT	Central Institute of Technology
CSWE	Certificates in Spoken and Written English
DSS	Department of Social Services
ELT	English Language Training
EPP	Employment Pathways Programme
HSS	Humanitarian Settlement Services
HTS	Home Tutor Scheme
HTSEP	Home Tutor Scheme Enhancement Programme
IELTS	International English Language Testing System
ISLPR	International Second Language Proficiency Ratings
IPG	Individual Pathway Guide
KPI	Key Performance Indicator
LLN	Language, Literacy and Numeracy
LLNP	Language, Literacy and Numeracy Programme
MRCSA	Migrant Resource Centre of South Australia
MSO	Multicultural Service Officer
MYN	Multicultural Youth Network
NEAS	National ELT Accreditation Scheme
NWG	National Working Group
SAPOL	South Australia Police
SEE	Skills for Education and Employment
SGP	Settlement Grants Programme
SLPET	Settlement Language Pathways to Employment/Training

SPP	Special Preparatory Programme
TOEFL	Test of English as a Foreign Language
TEWR	Traineeships in English and Workplace Readiness
TPV	Temporary Protection Visa
USI	Unique Student Identifier

Executive summary

Background

The Department of Education and Training commissioned ACIL Allen Consulting to conduct an evaluation of the Adult Migrant English Program (AMEP), in tandem with an evaluation of the Skills for Education and Employment (SEE) programme.

The evaluations are timely in that the AMEP moved to a new business model in 2011, and the recent co-location of the AMEP and SEE programme within the Department of Education and Training provides an opportunity to explore potential synergies and the strategic alignment between the two programmes.

As a consequence, this is one of three reports which can be read individually but are also inter-related:

- The AMEP Evaluation Report (this report)
- The SEE Programme Evaluation Report
- The AMEP & SEE Programme Alignment Report.

The AMEP

The AMEP was established in 1948 and was legislated under the *Immigration (Education) Act 1971*. The AMEP provides up to 510 hours of free English language tuition to eligible new migrants and humanitarian entrants. Some AMEP clients are eligible to access additional tuition and support under a number of the AMEP sub-programmes.

The AMEP aims to promote and support the acquisition of English language skills by all eligible adult migrants and humanitarian entrants, through the provision of timely and quality English language services. Through language tuition, the programme aims to produce outcomes in relation to social participation, economic wellbeing, independence, personal wellbeing, all contributing to settlement within, and integration into, the broader Australian community.

Specifically, the AMEP is intended to assist eligible migrants and humanitarian entrants in the development of English language skills that are needed to access services in the general community, provide a pathway to employment, undertake further study or training and participate in other government programmes.

The AMEP clients can undertake training through four tuition modes.

- Classroom-based: full or part-time classroom tuition during the day, evening and weekends and in formal or community-based settings.
- Distance learning: curriculum materials specifically designed for out-of-classroom learning, supported by regular contact with a teacher, often over the internet or the telephone.
- Home Tutor Scheme (HTS): trained volunteers provide one-on-one English language tuition to clients, usually in the client's home (under the HTS, AMEP service providers train and provide professional development for home tutors).

— Self-paced e-learning: online learning modules available to all AMEP clients to supplement AMEP tuition; no hours are deducted from an AMEP client's entitlement.¹

The programme also allows eligible clients to access additional support and tuition, under two sub-programmes—the Special Preparatory Programme (SPP) and the Settlement Language Pathways to Employment/Training (SLPET) Programme—as well as supporting the learning and settlement needs of clients through the provision of counselling services, childcare and a translation referral service.

Evaluation approach

The evaluation was designed around a set of research questions examining the appropriateness, effectiveness, efficiency and performance management of the AMEP. The research questions were broad ranging, covering the design of the program, its systems for tracking against achievement of programme objectives, as well as operational monitoring and reporting, and its performance in delivering services to meet client needs.

The evaluation sought evidence from multiple sources, involving a scan of programme documentation, analysis of programme administrative and operational data, and extensive consultation with stakeholders across all states and territories, which comprised interviews, focus groups, surveys and a public submission process. The evaluation sought input from multiple perspectives, involving programme administrators, contracted AMEP service providers and a selection of the AMEP clients. Findings and recommendations were also informed by a review of good practices, based on Australian and international literature.

Findings and areas for further consideration

The evaluation found that overall the AMEP is a valued programme that is providing substantial assistance to eligible adult migrants and humanitarian entrants in promoting and supporting the acquisition of English language skills necessary for successful settlement in Australia.

In developing English language skills, it also is providing a strong focal point for drawing together a range of humanitarian and other related settlement services.

The evaluation makes 12 recommendations, as discussed in the following sections. The recommendations are not listed in order of priority but are organised thematically.

The AMEP comprises a large number of elements, with recommendations making reference to those elements of the AMEP that should be retained and others that should be reviewed. For those elements not linked to recommendations, no change is recommended.

Clarifying programme objectives

The AMEP's longstanding objective of settlement for migrants into Australia (through the development of English language proficiency) is clear, and should continue to be its primary goal.

Having said that, the evaluation findings indicate a number of areas where further improvement can be sought. Some of these refer to gaps and issues for clients that relate to the scope and role of the AMEP vis-à-vis other related government programmes. As such,

Recommendation 1 Programme objectives

¹ Access to e-modules is available to all members of the public and not restricted to AMEP clients.

links to companion recommendations in the SEE Programme Evaluation Report and AMEP & SEE Programme Alignment Reports are noted in these cases.

Improving measurement against objectives

While the language outcomes of the AMEP are consistently measured and reported, outcomes data relating to the AMEP's contribution towards the social participation and economic participation of migrants are not consistently measured or reported.

It is important to acknowledge that broader outcomes and objectives are more difficult to measure, such as settlement outcomes, especially at the level of the individual participant. A longitudinal reporting framework based on integration with other government services, in particular Humanitarian Settlement Services (HSS) and Centrelink, would reduce the costs of tracking individual outcomes over time.

Measuring the outcomes of the AMEP against its programme objectives could be improved through:

- *developing and implementing the necessary systems in partnership with other government agencies to track individual outcomes over time, and/or*
- *instituting a longitudinal-based approach using a sufficiently robust sample or subset of the AMEP clients to demonstrate and periodically confirm the programme's contribution towards its objectives.*

There may be scope to reduce the administrative burden for the AMEP service providers and the Department by reviewing the number and nature of reports that service providers are required to submit each year. It is more common practice for programmes to require reporting four times a year — an annual report, a half yearly report and two quarterly reports.

The Australian Government should reduce the administrative burden on the AMEP service providers to the extent possible by rationalising the programme's reporting requirements.

Examining eligibility

The targeting of the AMEP to the majority of permanent immigrants through its eligibility criteria is considered appropriate to meet the objectives of the program. In the future, there may be temporary humanitarian visa holders in Australia who, under the current eligibility criteria would not be eligible for the AMEP. Stakeholders suggested that any such visa holders should be eligible for the AMEP.

On the whole, the target groups and associated eligibility criteria of the AMEP are appropriate. Further consideration is required to determine if the list of eligible visas should be extended to include temporary humanitarian visa classes.

Assessment tools and instruments

The AMEP benchmark of functional English is, by definition, insufficient for participation in Vocational Education and Training (VET) beyond the Certificate I/II level, and higher education, and considered by some stakeholders and AMEP participants as insufficient to gain employment.

While there were calls from some stakeholders for the AMEP to extend beyond the current AMEP benchmark of functional English to include higher levels of proficiency, it is not necessarily the case that this would need to be achieved through the AMEP itself. After

Recommendation 2
Measurement against
objectives

Recommendation 3
Reporting

Recommendation 4
Temporary humanitarian
entrants

clients complete their AMEP hours, other subsidised training opportunities should be available through foundation courses in the broader VET sector (as discussed in the AMEP & SEE Programme Alignment Report).

Recommendation 5
Proficiency levels

Given the AMEP's emphasis on delivering preliminary English skills in a settlement context, the benchmark level for the AMEP should be retained at minimum at the currently prescribed level of functional English.

The International Second Language Proficiency Ratings (ISLPR) have been the long-standing and well accepted instrument used to assess proficiency in the AMEP since the late 1970s. They play a particularly important role in ensuring the appropriate targeting and subsequent effectiveness of the AMEP by limiting access to those that have not yet acquired functional English.

There are however a range of other assessment instruments currently being used in the English as a Second Language (ESL) sector. These include the International English Language Testing System (IELTS) and the Test of English as a Foreign Language (TOEFL), both of which are more widely used than the ISLPR.

Recommendation 6
Assessment instruments

The ISLPR is well suited to the AMEP and should continue to be used. The assessment of the suitability of other instruments is beyond the scope of this evaluation, but the benefits of diversification to other mainstream instruments such as IELTS and TOEFL should be reviewed.

Enhancing the curriculum

The Certificates in Spoken and Written English (CSWE) curriculum framework is generally accepted as suitable for the AMEP's training and assessment. It would appear that the majority of AMEP service providers are satisfied with the prescription of CSWE as the sole curriculum framework for the AMEP. CSWE is seen as having three key strengths: contextualised tuition, development of independent learning skills and national consistency.

Notwithstanding this, some AMEP service providers consider that CSWE is most suitable for clients with higher levels of previous educational attainment and strong language foundations, who are able to build on classroom activities independently. Some also consider that assessment and completion of CSWE learning outcomes is somewhat limited as a measure of competency in discrete language events and not a measure of overall language proficiency. Research in this area supports proficiency based curricula that look at the way in which language is acquired and naturalised to provide more holistic evidence of achievement.

Some stakeholders consider that there could be greater flexibility to broaden the ESL curriculum options available through the AMEP. In some cases, this could facilitate clients' transition to further education and/or support access to vocational courses/modules from a wider range of VET qualifications.

An assessment of the potential suitability of other curricula for the AMEP is beyond the scope of the evaluation, but given the issues identified, further research with respect to the appropriateness of alternate nationally accredited courses is warranted. In the long term, the inclusion of alternative nationally accredited courses would provide AMEP service providers with the choice of a number of comparable, compatible and competitive options alongside the CSWE, whilst also ensuring that the AMEP retains access to diversified curricula.

Recommendation 7
Curriculum framework

The CSWE provides the appropriate curriculum framework for training and assessment under the AMEP and should continue to be used. Further research to examine the appropriateness of alternate nationally accredited courses for use within the AMEP is warranted.

Improving client outcomes

On the whole, the AMEP receives significant support from all stakeholders for its contribution to the settlement of migrants in Australia. There are numerous examples of clients achieving significant study, employment and life outcomes. Most stakeholders consider that the programme is sufficiently flexible to accommodate the needs of clients. Most AMEP service providers are able to implement a variety of teaching approaches in accordance with the programme design and within the parameters of their contracts.

A common concern raised by stakeholders was that the AMEP had difficulty in meeting the diverse needs of its clients, particularly due to its reliance on classroom-based delivery, multi-cohort classes, and emphasis on ensuring attendance, as opposed to seeking innovative delivery models and partnerships.

The programme would benefit from research into alternate models of operation. This could include the development of additional incentives for innovative delivery within the program, such as a grants programme to pilot innovative models of delivery, to undertake research into client needs and effective delivery methods, or to establish networks for knowledge sharing and the exchange of ideas.

Recommendation 8
Client outcomes

Building on the range of concerns expressed by stakeholders in relation to client outcomes, the Australian Government should commission further research to:

- *develop measures of client satisfaction and provider innovation, to measure the extent to which client needs are not being met*
- *determine whether there are alternate cost-effective models of delivery that are not being more widely adopted by AMEP service providers and the reasons for this*
- *assure the government that the AMEP business model incorporates both the flexibility and the incentives for AMEP service providers to identify and meet the needs of prospective clients.*

Based on this research, the programme could benefit from the addition of incentives for innovative delivery, such as a grants programme to pilot innovative models of delivery, to undertake research into client needs and effective delivery methods, or to establish networks for knowledge sharing and the exchange of ideas.

Employment and further training pathways

While many AMEP participants have clear aspirations to transition into work and further training, the program, by virtue of its design, does not specifically target achievement of these goals. The proficiency level at which clients become ineligible for, and must exit, the AMEP — functional English — is generally insufficient for employment, VET or higher education. This fact was highlighted in a number of submissions.

Stakeholders raised strong concerns regarding the tension between study in the AMEP and gaining employment. The primary issue here is that the timing of work and AMEP classes are generally conflicting. At the same time, the practical difficulties of workplace delivery should not be understated. These include challenges in identifying willing employers, issues in matching suitable AMEP participants to employers, the costs associated with developing

partnerships with employers, and the practical challenges of ensuring that such arrangements comply with a range of rules and regulations, especially industrial relations requirements and work health and safety laws.

In many respects, stakeholders' concerns with the rate of, and opportunities for, AMEP client transitions to employment or further study may reflect a misunderstanding of the programme's intent and the result in unmet expectations on the part of both AMEP service providers and participants. Further analysis could lead to beneficial proposals for an expanded curriculum, improved pathways and additional resourcing. In the first instance, however, it is important that the intent and objectives of the programme be clearly communicated to AMEP stakeholders. This should also detail the range of post AMEP options that may be available from the broader VET sector, in particular other Australian Government and state and territory government subsidised training pathways.

Recommendation 9
Transitions to work and
further training

The intent and objectives of the programme should be clearly communicated to AMEP stakeholders, including details on the range of post AMEP options that may be available within the broader VET sector, including other Australian Government and state and territory government subsidised training pathways.

The training allocation

Despite the wide range of language and literacy needs, the AMEP provides up to 510 tuition hours to eligible AMEP clients. It does not allocate an entitlement of hours according to individual level of proficiency or learning ability, except to the extent that clients entering with higher levels of proficiency are likely to stop being eligible for the AMEP before they reach 510 hours if they achieve functional English.

While the fixed allocation of hours appears to underpin the primary criticism of the AMEP, namely that it is a 'one size fits all' approach, the AMEP is able to take some account for different levels of language learning needs through additional allocations of hours via other means such as SPP and SLPET. The allocation of a fixed number of hours under the AMEP contrasts with current directions in VET funding models which are increasingly based on a universal entitlement and the achievement of competency and training outcomes.

However, the key issue with respect to the allocation of hours under the AMEP is not whether the 510 hour entitlement is the 'right' number of hours; the important policy question is whether every participant should be expected to achieve functional English, and the implied level of resourcing that is required to achieve this outcome. At present, the cap on hours serves an important function by placing a limit on both the individual and total level of resourcing allocated to the AMEP, and in doing so, implicitly accepts that not all participants will achieve functional English.

Recommendation 10
The training allocation

Subject to any significant change to the universal entitlement model, and the attendant increase in funding, the legislated allocation of up to 510 hours should be retained, and the objectives and resulting scope of the programme reaffirmed with AMEP service providers, participants and other stakeholders.

One prospective approach to improve targeting of the allocation of hours – a personalised entitlement based on need as determined by a third party assessor – is discussed further in the report. The introduction of such a model has the potential to more accurately provide AMEP participants with the hours required to achieve functional English. While this may increase the level of resourcing required for some clients, some savings offsets could be achieved through third party determination of when clients have reached the benchmark

Recommendation 11
Improvements to programme
design and efficiency

level of functional English, mitigating the potential for AMEP service providers to retain clients for longer than necessary where it is in their financial interest to do so. Resourcing would also better match the level of need of the migrant cohort as Australia's intake changes from year-to-year. Modelling of the potential allocations would be needed to provide the government with an assessment of the likely net fiscal implications for the AMEP.

The Australian Government should consider introducing a personalised AMEP entitlement based on need. Consideration may be given to the use of third party assessors to determine client entitlement, taking into account the benefits, costs and implementation issues of such a personalised entitlement.

Increasing choice in the programme

While the model of tendering under the AMEP will continue to deliver some benefits associated with competition for contracts, the AMEP's one-provider-per-region approach is at risk of falling behind other government policies and programmes aimed at delivering improved efficiency, innovation and client outcomes through offering greater choice of provider.

Some focus group clients reported that being limited to one AMEP service provider meant they were unable to provide meaningful feedback to enact change regarding the quality of teaching and course content, particularly due to the lack of alternative options available (other than travelling some distance to another campus/AMEP service provider).

That being said, a critical feature of the AMEP that should not be lost is the presence of high quality providers contracted to deliver the programme; the introduction of increased client choice should not in any way compromise the standards of AMEP service provision. Any introduction of multiple AMEP service providers should only be undertaken in regions where there are viable numbers of participants to support sustainable competition. In remote and regional areas for example, the fragmentation of delivery, duplication of infrastructure, and loss of economies of scale may outweigh the benefits of competition.

A multi-provider model should be introduced in a phased manner, for example beginning with pilots in large capital cities that are already divided into two or more regions. The large cities of Sydney, Melbourne, and Perth already comprise contiguous metropolitan areas comprising two or more regions serviced by two or more AMEP service providers; merging these regions and overlapping AMEP service provider footprints would make for an immediately competitive market with few attendant risks.

The move to a competitive multi-provider model would constitute a significant change in programme design and therefore should only be introduced following an extended period and process of consultation, analysis, design, and implementation.

The benefits can only be realised if AMEP participants are able to make sufficiently *informed* choices with respect to which providers are likely to be the most suitable for them. Given that AMEP clients by definition suffer from a language barrier, the ability of eligible migrants to select from two or more possible AMEP service providers cannot be assumed. It is likely that for at least some participants, the choice between two or more providers will be at best inconsequential, and at worst daunting.

It is not necessary for all clients to be highly discerning for the benefits of choice to be realised. Even if only a small proportion of customers are capable of identifying positive traits and are able to switch providers accordingly, this is often sufficient to deliver broader benefits and drive improvements across the system.

It is conceivable that notwithstanding the language barrier, some (possibly many) AMEP participants will be able to identify the types of courses that meet their needs, seek advice from others in their community who have previously had experiences with prospective providers, consult other relevant AMEP service providers on their options, and choose or change AMEP service providers as appropriate.

Recommendation 12
Provider choice

The Australian Government should consider the introduction of contractual arrangements that include two or more AMEP service providers competing in a single region. Such an arrangement should be considered where there is sufficient demand to support multiple providers, and should be phased, commencing with pilots in the large capital cities where two or more providers already operate in adjacent regions.

Recommendations list

This section provides a list of recommendations as discussed above in the Executive Summary and in Chapter 7.

The evaluation makes 12 recommendations, as discussed in the following sections. The recommendations are not listed in order of priority but are organised thematically.

Recommendation 1

The AMEP's longstanding objective of settlement for migrants into Australia (through the development of English language proficiency) is clear, and should continue to be its primary goal.

Recommendation 2

Measuring the outcomes of the AMEP against its programme objectives could be improved through:

- developing and implementing the necessary systems in partnership with other government agencies to track individual outcomes over time, and/or
- instituting a longitudinal-based approach using a sufficiently robust sample or subset of the AMEP clients to demonstrate and periodically confirm the programme's contribution towards its objectives.

Recommendation 3

The Australian Government should reduce the administrative burden on the AMEP service providers to the extent possible by rationalising the programme's reporting requirements.

Recommendation 4

On the whole, the target groups and associated eligibility criteria of the AMEP are appropriate. Further consideration is required to determine if the list of eligible visas should be extended to include temporary humanitarian visa classes.

Recommendation 5

Given the AMEP's emphasis on delivering preliminary English skills in a settlement context, the benchmark level for the AMEP should be retained at minimum at the currently prescribed level of functional English.

Recommendation 6

The ISLPR is well suited to the AMEP and should continue to be used. The assessment of the suitability of other instruments is beyond the scope of this evaluation, but the benefits of diversification to other mainstream instruments such as IELTS and TOEFL should be reviewed.

Recommendation 7

The CSWE provides the appropriate curriculum framework for training and assessment under the AMEP and should continue to be used.

Further research to examine the appropriateness of alternate nationally accredited courses for use within the AMEP is warranted.

Recommendation 8

Building on the range of concerns expressed by stakeholders in relation to client outcomes, the Australian Government should commission further research to:

- develop measures of client satisfaction and provider innovation, to measure the extent to which client needs are not being met
- determine whether there are alternate cost-effective models of delivery that are not being more widely adopted by AMEP service providers and the reasons for this
- assure the government that the AMEP business model incorporates both the flexibility and the incentives for AMEP service providers to identify and meet the needs of prospective clients.

Based on this research, the programme could benefit from the addition of incentives for innovative delivery, such as a grants programme to pilot innovative models of delivery, to undertake research into client needs and effective delivery methods, or to establish networks for knowledge sharing and the exchange of ideas.

Recommendation 9

The intent and objectives of the programme should be clearly communicated to AMEP stakeholders, including details on the range of post AMEP options that may be available within the broader VET sector, including other Australian Government and state and territory government subsidised training pathways.

Recommendation 10

Subject to any significant change to the universal entitlement model, and the attendant increase in funding, the legislated allocation of up to 510 hours should be retained, and the objectives and resulting scope of the programme reaffirmed with AMEP service providers, participants and other stakeholders.

Recommendation 11

The Australian Government should consider introducing a personalised AMEP entitlement based on need as determined by third party assessors, taking into account the benefits, costs and implementation issues of such a personalised entitlement.

Recommendation 12

The Australian Government should consider the introduction of contractual arrangements that include two or more AMEP service providers competing in a single region. Such an arrangement should be considered where there is sufficient demand to support multiple providers, and should be phased, commencing with pilots in the large capital cities where two or more providers already operate in adjacent regions.

1 Introduction

This chapter provides an overview of the AMEP evaluation, including the evaluation's context, research questions and method.

1.1 Evaluation overview

1.1.1 Evaluation objectives

ACIL Allen Consulting was commissioned by the Australian Government Department of Education and Training to conduct an evaluation of the Adult Migrant English Program (AMEP). The evaluation was undertaken in conjunction with an evaluation of the Skills for Education and Employment (SEE) programme.

The joint evaluations examined:

- the appropriateness, effectiveness, efficiency and performance management of the AMEP and the SEE programme
- the strategic alignment between the AMEP and the SEE programme, and whether there are opportunities to improve how the two programmes work together.

1.1.2 Evaluation context

An evaluation of the AMEP is considered timely as the programme moved to a new business model in 2011. The move to the revised model has involved significant changes in programme delivery and administration that are yet to be assessed.

An additional impetus for the evaluation is the movement of the administration of the AMEP from the Department of Immigration and Border Protection to the Department of Industry in late 2013, then to the Department of Education and Training in late 2014. The co-location of the AMEP and SEE programme in the Department of Education and Training provides an opportunity to explore the strategic alignment between the two programmes.

1.1.3 Evaluation outputs

The joint evaluations of the AMEP and SEE programme have produced three reports:

- The AMEP Evaluation Report (this report)
- The SEE Programme Evaluation Report
- The AMEP and SEE Programme Alignment Report.

1.2 Research questions

The AMEP evaluation research questions are outlined in Table 1. The research questions are grouped under four key areas of investigation: appropriateness, effectiveness, efficiency and performance assessment.

Table 1 **AMEP evaluation key research questions**

Area of investigation	Research questions
Appropriateness	What are the needs of migrants/humanitarian entrants under each relevant visa classification and are the programme's current target groups appropriate?
	How are these needs assessed, are the benchmarks appropriate, and to what extent is the programme appropriate in addressing these?
	Are there opportunities to improve assessment of these needs through novel assessment tools?
	What are the barriers to migrants/humanitarian entrants accessing and participating in the programme including awareness of the programme and referral opportunities?
	Are there gaps in the coverage or eligibility for the programme?
	How do the two programmes overlap/align? What are the opportunities for improving how the two programmes work together?
	How well does the programme align with broader government objectives including emerging changes to government policies and programmes?
Effectiveness	Are the programme objectives clear and to what extent do they allow for measurement of successful programme outcomes?
	To what extent is the programme effective in achieving the programme objectives?
	To what extent does the programme deliver value to the government and the community?
	To what extent do programme clients value the services provided?
	What would be the effect of changing the number of hours of tuition on programme outcomes?
	What impact does tuition method have on programme outcomes and what method(s) are considered best practice in the provision of vocational training?
	What is the take up and completion rate of the programme? What are the barriers to take up and completion?
	What is the value of the sub-programmes of the programme and to what extent does each of these contribute to the overall objective of the programme?
Efficiency	What changes could be made to the programme to increase the number of clients able to transition to job pathways or more advanced training at the conclusion of the programme?
	Is the programme design and funding model a cost efficient means to deliver services to the identified client groups? What impact do multi-service training providers have?
	Is there duplication of quality assurance monitoring by the National English Language Teaching Accreditation Scheme (NEAS) and the Australian Skills Quality Authority (ASQA)? If so, what opportunities are there to streamline quality assurance monitoring arrangements?
	Are there improvements that could be made to deliver similar outcomes at a lesser cost?
	What cost effective changes could be made to programme design and delivery to improve outcomes?
	What does it cost to deliver an outcome for a migrant/humanitarian entrant under this programme?
Performance assessment	What are the applicable regulations and legislation in relation to participation requirements and client eligibility? Is there scope for reducing associated regulatory complexity and administrative burden for contracted AMEP service providers and the Department?
	To what extent does the programme have sound data collection methodologies for measuring and reporting against programme objectives/KPIs and client outcomes?
	Are monitoring protocols in place for the programme sufficient?
	Are there opportunities for improved methods for measuring and reporting post programme outcomes data?
	What Australian longitudinal data is available to support an examination of the relationship between clients participating in the programme and employment outcomes in the future?

Source: RFQ documentation, AMEP and SEE Evaluation Project Plan

1.3 Evaluation method

The AMEP evaluation method comprised the following activities, described in further detail in the sections that follow:

- a programme document review, and a national and international literature review
- analysis of programme data
- stakeholder consultations including interviews, focus groups, surveys and a public submission process.

1.3.1 Document and literature review

The document review analysed a range of internal documentation relevant to the AMEP's design, delivery and quality assurance. Additional investigation was undertaken to check the accuracy of these documents and to identify other Australian Government or state and territory programmes relevant to the AMEP.

On the basis of this material, the project team prepared an overview of the programme that encompassed programme guidelines, referral processes, eligibility criteria, AMEP service provider contracts, the programme funding model, implementation and reporting documents, and quality assurance and monitoring protocols.

This material informed analysis presented in later chapters of this report and was used to inform the design of stakeholder consultation tools.

The literature review was based on a search strategy that identified a set of key research questions relevant to the programme and its evaluation. Appropriate search terms were derived from this set of questions and an initial search was undertaken to confirm appropriate national and international search targets.

The search targets included national and international journal indexes and a targeted search of selected and highly relevant journals. The search strategy extended to monographs and reports published by academic and research institutes, and reports commissioned by governments. Search terms and strategies were refined over three iterations of searching, and materials selected for inclusion in the literature review were entered into a bibliographic management database.

1.3.2 Programme data analysis

The AMEP evaluation draws on quantitative analysis of the following datasets.

- AMEP de-identified client-level data.
- De-identified AMEP service provider contract prices.
- AMEP aggregate expenditure data.
- Migration data.

The AMEP de-identified client-level data are for clients who participated in the AMEP in any one of the financial years between 2004-05 and 2013-14 inclusive. In most cases AMEP activity is reported by 'year of enrolment', which is the year the client entered the AMEP and not necessarily when the AMEP activity took place.

While the data indicates which financial years clients participated in the AMEP, they do not disaggregate clients' hours by financial year. In this report, hours of training are reported by financial year of client enrolment (called 'year of enrolment'), by client and by financial year in which the hours are estimated to have taken place. In the latter case, each client's hours are allocated evenly to each financial year in which they participated in the AMEP.

Care must be taken when comparing data on hours of training prior to 2011-12 with training under the current AMEP contract. Under the AMEP contracts prior to 2011-2012, AMEP service providers were paid for adjusted offered hours – that is, a client's entitlement of up to 510 hours was adjusted down to account for absences.² Since 2011-2012, AMEP service

² The 'adjusted offered hours' system allowed clients who withdrew (with acceptable reasons) early from a learning activity not to be debited the full hours assigned for that learning activity.

providers have been paid based on actual classroom hours – that is, only hours of attendance are deducted from a client's entitlement of up to 510 hours.

This is likely to have resulted in an over-counting of the hours actually undertaken by clients prior to 2011-12. The Department of Education and Training estimates that under previous business models prior to 2011-12, actual classroom hours were around 75 per cent of the counted hours.

De-identified AMEP service provider contract prices are for the 2011-12 to 2014-15 contract period. In this report, prices are in 2012-13 dollars to aid comparisons with other programmes.

The AMEP aggregate expenditure data are for nine financial years: 2005-06 to 2013-14. Appropriations data are for 2014-15 to 2017-18 and are taken from the 2014-15 Budget. In this report, expenditure is in 2013-14 dollars. Nominal prices are adjusted using the Australian Bureau of Statistics General Government Final Consumption Expenditure Chain Price Index and the 2014-15 Mid-Year Economic and Fiscal Outlook Consumer Price Index inflation forecasts.

The migration dataset is for arrivals to Australia between 2004-05 and 2013-14 inclusive.

1.3.3 Stakeholder consultations

Stakeholder consultations were conducted in four parts, involving interviews, focus groups with clients, survey and public submissions, as discussed further below. These provided valuable insights into the design of the AMEP, training under the AMEP, the effectiveness of the program, funding and efficiency, performance assessment and reporting, and transition from the AMEP to the SEE programme or other types of training.

Interviews

Interviews were conducted nation-wide in the capital cities of each state and territory, and in a regional town in all states and territories apart from the ACT. In NSW, interviews were conducted in two regional towns.

A discussion guide was developed to provide background on the evaluation for interviewees. It also included questions to guide and ensure consistency across the interviews.

A total of 77 interviews were held with AMEP stakeholders, 73 of which were face-to-face and four via telephone. In addition, eight interviews were conducted with dual providers of AMEP and the SEE programme.

The interviews involved a variety of AMEP stakeholders including contracted AMEP service providers, referring agencies, Australian Government and state and territory government officials, migrant and settlement organisations and other organisations with an interest in the AMEP.

Focus groups

Seven focus groups were conducted with AMEP clients across four states — Queensland, New South Wales, Victoria and Tasmania — in both capital cities and regional towns. Focus groups included AMEP clients with a wide variety of language backgrounds, AMEP hours attended and English language proficiency. Where appropriate, translators were used to facilitate focus groups.

Survey

An online survey of AMEP service providers and employers of past and present AMEP participants was developed for the evaluation. The survey included multiple choice and open ended questions, and covered the appropriateness, effectiveness, and efficiency of the AMEP, and the strategic alignment between the AMEP and SEE programme. A total of 20 respondents completed the survey.

Public submission process

Organisations and individuals were invited to make a public submission to the evaluation. An invitation was sent to stakeholders and added to the evaluation website. The evaluation received 39 submissions from AMEP stakeholders, including AMEP service providers, service providers from related programmes, teachers, migrant and settlement organisations and other organisations.

1.4 Report structure

The remainder of this report is structured as follows:

- Chapter 2: The current design of the AMEP
- Chapter 3: Client needs and good practices in adult migrant language programmes
- Chapter 4: The AMEP cohort, take up and clients' English language skills
- Chapter 5: The effectiveness of the AMEP
- Chapter 6: Efficiency and performance management
- Chapter 7: The appropriateness and future of the AMEP

2 The current design of the AMEP

This chapter provides an overview of the AMEP, including the programme's objectives, design and curriculum framework. This chapter also details how other relevant Australian Government, and state and territory government programmes and services relate to the AMEP.

2.1 Programme overview, objectives and eligibility

The AMEP was established in 1948 and was legislated under the *Immigration (Education) Act 1971*. The AMEP provides up to 510 hours of free English language tuition to eligible new migrants and humanitarian entrants. In addition, some AMEP clients are eligible to access additional tuition and support under a number of AMEP sub-programmes.

In 2013, the AMEP moved from the Department of Immigration and Border Protection to the Department of Industry and Science, and to the Department of Education and Training in 2014.

2.1.1 Programme objectives

As set out in the AMEP Services Contract (2011-17) the objective of the AMEP is to:

...provide settlement focused English language tuition and related services to newly arrived migrants and Humanitarian Entrants who have less than Functional English.

The contract between the Department and AMEP service providers, records that 'there has been an expectation in the past that the programme should be able to equip AMEP clients with 'functional English' in 510 hours of tuition.' It notes that this 'expectation is unattainable and unrealistic' considering the low level of English language skills of many AMEP clients.

As a result, a more accurate description of what the programme aims to deliver is: 'preliminary English skills in a specific settlement context' through English language tuition 'while introducing newly arrived clients to Australian social norms and practices, services, and the rule of law' (AMEP Services Contract, 2011-17).

2.1.2 Programme eligibility

The programme is open to eligible permanent migrants and humanitarian entrants who lack proficiency in English. Some temporary visa subclasses are also eligible for the AMEP.³ The AMEP is a voluntary programme.

Migrants are eligible for five years from the date of their visa commencement date or arrival into Australia. The programme is available to migrants and humanitarian entrants over the age of 18, and, on a case-by-case basis, those aged 15 to 17 who are not participating in mainstream schooling (*Immigration (Education) Act 1971*).

³ The following temporary visa classes also have access to the AMEP: Business Skills (Provisional) (Class UR), Business Skills (Provisional) (Class EB), Interdependency (Provisional) (Class UG), Partner (Provisional) (Class UF), Partner (Temporary) (Class UK), Resolution of Status (Temporary) (Class UH), Skilled – Designated Area-sponsored (Provisional) (Class UZ), Skilled – Independent Regional (Provisional) (Class UX), Skilled – Regional Sponsored (subclass 475), Skilled – Regional Sponsored (subclass 487) and Skilled – Regional Sponsored (subclass 489).

English proficiency is assessed by AMEP service providers. Functional English is defined in the Australian Government legislative instrument 'Procedures or Standards for Functional English' (which is associated with the Act) as 'basic social proficiency in English assessed at International Second Language Proficiency Rating (ISLPR) 2 across all four macro skills (reading, writing, listening and speaking)'. Migrant or humanitarian entrants who do not have an ISLPR score of 2 or more for each skill group are eligible for the AMEP.

Formal referral to the AMEP does not exist and clients may make direct contact with AMEP service providers. In other instances, clients may be referred by their sponsor, settlement service provider, or Centrelink. For clients 18 years and older, registration with the AMEP must occur within six months of arrival in Australia and classes must commence within 12 months.

2.2 Services provided under the AMEP

Three groups of services are provided under the AMEP – up to 510 hours of tuition, additional tuition through sub-programmes, and supplementary services. This section provides an overview of these services.

2.2.1 The 510 hour training entitlement

AMEP clients can undertake up to 510 hours of training through three tuition modes.

- Classroom-based: full- or part-time classroom tuition in formal or community based settings.
- Distance Learning: curriculum materials specifically designed for out-of-classroom learning, supported by regular contact with a teacher, often over the internet or the telephone.
- Home Tutor Scheme (HTS): trained volunteers provide one-on-one English language tuition to clients, usually in the client's home (under the HTS, AMEP service providers train and provide ongoing advice and support for home tutors).

2.2.2 Additional sub-programmes

The programme allows eligible clients to access support and tuition in addition to the legislated 510 hours, under two sub-programmes.

- Special Preparatory Programme (SPP): provides additional training hours for eligible Humanitarian Entrants with up to 400 additional tuition hours for AMEP clients who are under 25 and have seven years or less of schooling, and up to 100 hours for those aged 25 years and over who had had difficult pre-migration experiences such as torture and trauma. SPP tuition is primarily contextualised, integrated language learning, with additional orientation for learning aimed at clients with low levels of formal education.
- Settlement Language Pathways to Employment/Training (SLPET): provides an additional 200 hour course to selected AMEP clients focusing on learning English while gaining familiarity with Australian workplace language, culture and practices. SLPET includes a work experience component of up to 80 hours. The eligibility criteria for SLPET are as follows:
 - AMEP clients should have completed 75 per cent or more of their AMEP tuition hours or be close to attaining functional English
 - AMEP clients settlement issues must be largely resolved

- AMEP clients must have the necessary communication skills to participate in the workplace
- AMEP clients must have a genuine desire to be employed and be able to accept a job at the end of the course
- AMEP clients must have the necessary motivation and commitment required for the course.

2.2.3 Additional services

AMEP provides a number of additional services to support the learning and settlement needs of clients.

- AMEP Counselling Service: provides up to six hours of training and employment pathway counselling to each AMEP client.
- Childcare: provided free of charge to AMEP clients with children younger than compulsory school age.⁴
- Translation Referral Service: AMEP service providers deliver assistance to eligible migrants (including non-AMEP clients) with lodging documents for translation.⁵

2.3 AMEP curriculum framework

The AMEP’s curriculum framework uses the nationally accredited Certificates in Spoken and Written English (CSWE).

- Pre-CSWE level
- Certificate I: Beginner
- Certificate II: Post Beginner
- Certificate III: Intermediate.

Following an assessment of an AMEP client’s English language proficiency, background and prior learning experience, clients are placed in one of the four CSWE levels. Clients with limited prior education and exposure to the English language may be placed in a pre-CSWE course that is designed to prepare them for entry into CSWE Level I.

Table 2 **CSWE Levels and nominal hours**

CSWE Level	Nominal Hours to Achieve
Pre-CSWE Course	600
CSWE I Certificate	500
CSWE II Certificate	400
CSWE III Certificate (functional English)	400

Source: AMEP Fact Sheet, Business Model

Each CSWE level consists of core and optional modules on listening, speaking, reading writing and numeracy skills.⁶ All modules lead to defined learning outcomes. The modular approach allows AMEP clients to focus on general English skills or to target a particular area

⁴ The AMEP covers the cost of childcare by paying AMEP service providers to deliver or arrange childcare.

⁵ AMEP service providers do not provide the translation service but provide handling services, for which they are paid under the AMEP. The Free Translation Service is managed by the Department of Social Services.

⁶ Numeracy modules are not mandatory for completion of a CSWE Certificate.

for development. Within the CSWE framework, the syllabus is designed by AMEP service providers and teachers according to the needs of their particular client group. This aims to give AMEP service providers the flexibility to select curriculum subject matter and delivery in line with changes to settlement patterns and the composition of the migration programme.

2.3.1 Settlement courses

AMEP service providers must deliver the settlement course to all AMEP clients and are able to deliver the course throughout the term, blended into AMEP tuition.

The settlement course helps clients develop basic settlement skills to help them to fully participate in the community. Clients learn a range of essential skills, including (but not limited to) how to access government and community services, such as banking and medical assistance, as well as understanding Australian systems, the law and their rights. Clients exiting the programme are also provided with information regarding post-AMEP pathways including further education, employment and relevant community services.

2.3.2 Youth classes

Some AMEP service providers offer youth-specific courses for clients under the age of 25 years. These are designed to provide a greater level of support for young people who require more intensive English language tuition and for clients aged between 15 and 17 years whose needs cannot be met by mainstream schooling.

Youth-specific courses are tailored programmes with both a social and education focus, which target the specific needs of young people. Courses are sometimes developed by AMEP service providers in partnership with local schools, community groups, youth services and other training providers.

2.3.3 Class size requirements

The maximum AMEP face-to-face tuition class size is 20 clients, as calculated at the start of the third week of that class and averaged over the quarter. SPP classes are restricted to no more than 12 SPP clients (AMEP Service Contract 2011-17).

2.3.4 Hours per week requirements

Full-time study under the AMEP involves a minimum of 20 (up to 15 hours face-to-face and five hours of independent learning per week) hours of study per week, whilst part-time study is defined as less than full-time (Sch 2: Modes of Tuition in AMEP Contract). For full-time clients, a combination of face-to-face tuition and teacher-assisted distance learning can be utilised to meet the weekly study time requirements. More intensive tuition is recommended for the youth cohort aged 15-17 years.

For clients participating in distance learning, a minimum of one hour of teacher assistance is required per week, initiated by the AMEP teacher via telephone or Skype. For each hour of one-on-one teaching for distance learning clients, five AMEP hours are deducted from participants' AMEP entitlement, due to the intensive nature of these one-on-one sessions.

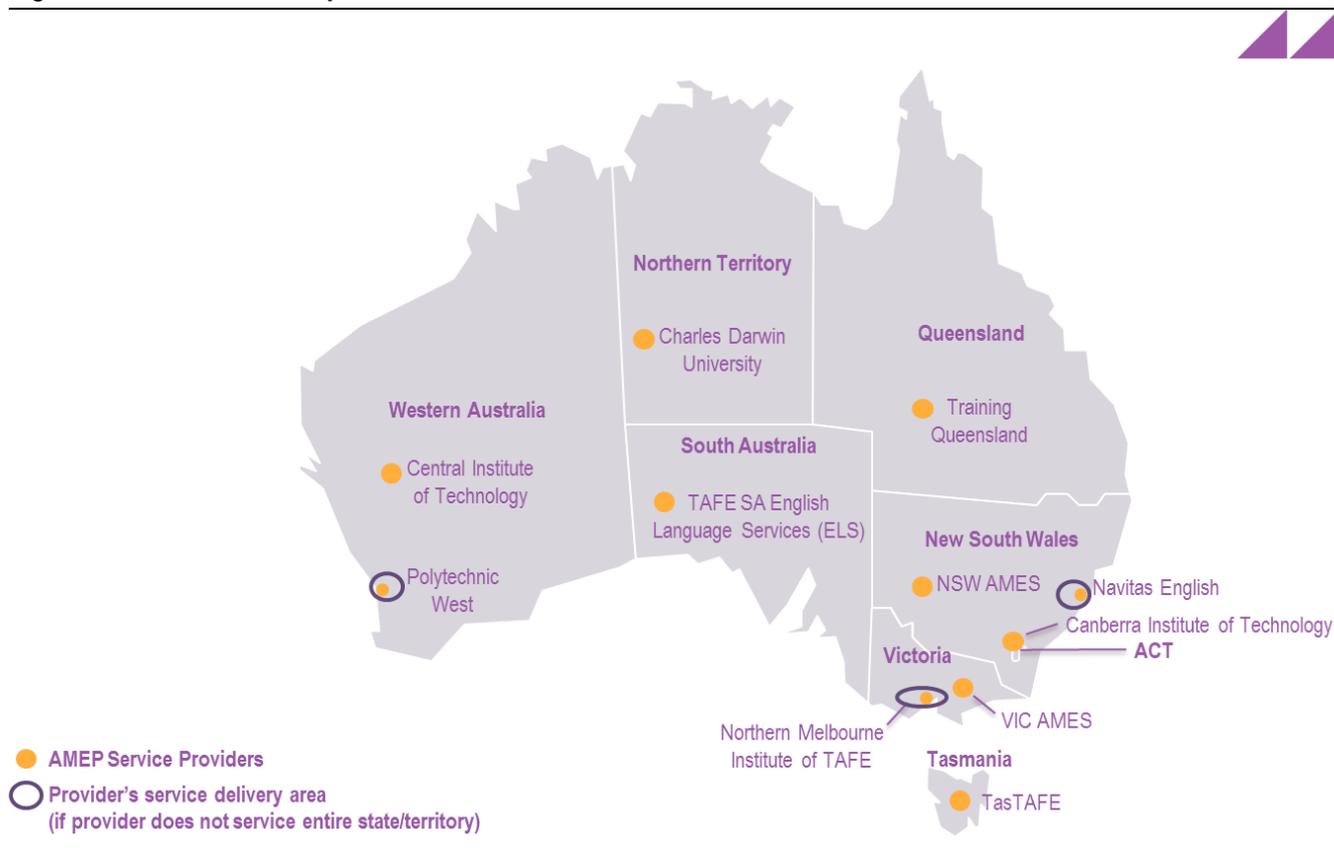
2.4 AMEP service providers

The AMEP is managed through 27 contracts with 11 AMEP service providers delivering general services and one national distance learning service provider. Contracted AMEP

service providers include universities, TAFE Institutes, state education departments, and private educational institutions (Figure 1).

AMEP service providers are able to sub-contract AMEP provision and there are currently 40 sub-contracted service providers, distributed over approximately 270 locations.

Figure 1 AMEP service providers' locations



Source: The AMEP documentation

In addition to AMEP service providers, the AMEP engages the National ELT Accreditation Scheme Limited (NEAS) to assess compliance against the AMEP Performance Management Programme.

2.5 Funding model

The AMEP is a demand-driven programme and its annual budget is estimated according to the size and composition of the Australian Government's migration and humanitarian programmes.

Payment rates to AMEP service providers vary across the 26 contract regions as the hourly rates for individual providers were set through a competitive open tender process. When tendering for AMEP contracts, tenderers must specify fixed hourly rates for the AMEP components. The 11 AMEP payment components are detailed in Table 3. AMEP service providers may specify different hourly rates for provision in metro and rural areas.

Table 3 **AMEP payment components**

AMEP component	Payment details
Tuition modes	Description
General Classroom Tuition	The rate for face to face tuition incorporates all administrative costs associated with service delivery, including staffing costs, accommodation, facilities and equipment, data management and reporting, and CSWE licensing fees. Different rates may be applied for metropolitan services and for rural and regional area services.
HTS	A flat fee is paid per initial home tutor / client match. Each quarter payments are made for each client in the HTS.
SPP	A separate hourly rate is paid for SPP tuition in recognition of SPP AMEP clients' more complex learning needs.
SLPET	There are two main rates of payment for SLPET: a payment for face-to-face tuition; and a payment for work experience placements. The work experience placement fee is a separate one-off payment per client made for organising the client's work experience placement which includes: costs of liaising with employers, organising work placements, and monitoring and supporting clients during work placement.
Distance Learning	Distance Learning is contracted separately to other AMEP services.
Additional services	
AMEP Counsellor	The fee for services by the AMEP Counsellor is paid on an hourly basis for services delivered, and will incorporate all the activities undertaken by the AMEP Counsellor, including interviews and appointments with AMEP clients, promotional activities, networking with other service providers and administration.
Childcare	Childcare is paid on the basis of a fee per child per hour and childcare travel time (the time it takes the client to get to and from the childcare centre in order to attend the AMEP class, up to a maximum of 30 minutes travel time each way).
Home Tutor Scheme Enhancement Program (HTSEP)	A flat fee is paid for each new tutor trained and for each professional develop session conducted.
Translation Referral Service	A flat fee for lodging translation documents for eligible clients.

Source: AMEP Funding/Payment Model Fact Sheet 2014

Prior to 1 July 2011, AMEP service providers were paid under an 'adjusted offered hours' model. As a result, AMEP service providers were able to invoice the Government for the number of hours each client enrolled in an activity in their contract region, irrespective of whether the clients attended class.⁷

Under the current business model (2011-17), AMEP service providers are paid under an 'actual hours' model — that is, only for actual hours of teaching provided, not if a client does not attend the class. The revised payment model means that clients with less than functional English can access up to the maximum entitlement of 510 hours irrespective of non-attendance, within five years from eligibility.⁸

⁷ In consultations, AMEP service providers note that prospective teachers must always be available and classrooms ready for all enrolled students regardless of whether students attend.

⁸ That is, hours are only deducted from a client's total if they attend/participate in AMEP and not for the total nominal hours of the learning activity which they are attending.

2.6 Recent programme changes

In July 2011, the AMEP moved to a new business model, which involved significant changes in delivery methods and administration to better align the programme with the needs of migrants and humanitarian entrants.

A key element of the new business model is not only to teach English to migrants and humanitarian entrants, but also to provide them with the skillset to settle in the Australian community. As part of this, an additional 200 hours of vocation-specific tuition, including up to 80 hours of work experience placements are available to eligible clients under SLPET.⁹

The revised business model enhanced the role of the AMEP Counsellor, who provides education and vocational guidance to migrants, and allowed greater accessibility to the programme for youth aged between 15 and 17 years of age.

The key changes to the revised business model and the underlying objectives are detailed in Table 4.

Table 4 Recent programme changes

Programme area	Description of major changes
Counsellors	Counsellors have been given an enhanced role, enabling them to provide clients with increased pathways support throughout their tuition.
Employment-Focused Course	The addition of 200 hours of vocation-specific tuition, including up to 80 hours of work experience placements for eligible clients, provides migrants with English language tuition while gaining familiarity with Australian workplace language, culture and practices.
Individual Pathway Guides	The introduction of Individual Pathway Guides (IPGs) to document and monitor client learning goals and outcomes. The IPGs provide clients with a greater level of guidance and support through more clearly delineated pathways to further English as a second language courses, education, employment and vocational training.
Settlement course	The introduction of a settlement course which reinforces important settlement information to all AMEP clients upon entry to and exit from the programme.
Youth	Greater accessibility for youth between ages 15 to 17 years who are not participating in the school system and support for the delivery of youth only classes where possible.
Accountability	AMEP service providers are now paid under an 'actual hours' model – AMEP service providers can only invoice the Department for actual services rendered – clients must attend class or they will not be paid. This has improved the accountability of AMEP service providers, and aims to ensure clients are receiving their full entitlement of up to 510 hours.

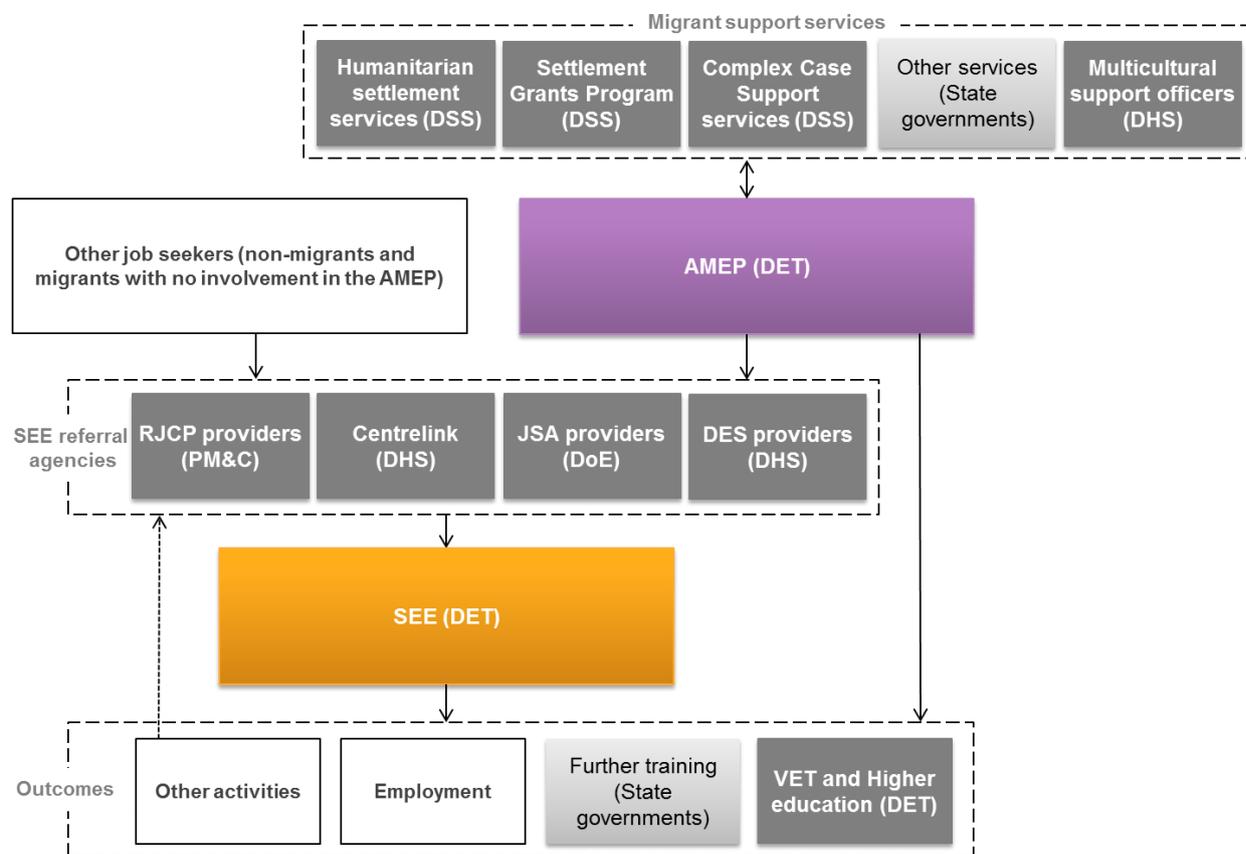
Source: AMEP documentation

2.7 Other relevant government programmes and services

The AMEP has important links to other Australian Government, and state and territory programmes and services. Figure 2 provides an overview of some of the most relevant programmes, which are then detailed in the sections that follow.

⁹ SLPET was the successor to the Employment Pathways Programme (EPP) and Traineeships in English and Workplace Readiness (TEWR) courses, which ran in 2008-09 and 2010-11.

Figure 2 Overview of AMEP and other relevant programme and services



Note: The purple, yellow and dark grey boxes are Australian Government programmes; the light grey boxes are state/territory government programmes; the Australian Government departments in brackets indicates which agency is responsible for the programme. The acronyms are as follows: DHS – Department of Human Services; DET – Department of Education and Training; DSS – Department of Social Services; RJCP – Remote Jobs and Communities Programme; PM&C – Prime Minister and Cabinet; JSA – Job Services Australia; DoE – Department of Employment.

Source: ACIL Allen Consulting

2.7.1 Humanitarian Settlement Services (HSS) programme

The HSS programme provides newly arrived humanitarian entrants with early, practical settlement support following their arrival into Australia. The HSS programme assists clients with settlement into the Australian community, and is administered by the Department of Social Services (DSS).

The HSS is not a mandatory programme and clients may be referred to other services or programmes by their case manager if needed. Clients will generally access services under the HSS programme for the first six to twelve months following their arrival to build their independence and integration into the Australian community. The objectives of the HSS programme are to:

- provide clients with tailored support to begin a new life in Australia
- strengthen a client's ability to fully participate in the economic and social life of Australia
- give clients the skills and knowledge to independently access services beyond the HSS programme
- provide services in accordance with the programme's principles.

The objectives of the HSS programme align with the AMEP and in many ways provide a pathway for humanitarian clients to transition from the HSS programme to the AMEP.

HSS programme clients are also able to access other settlement services simultaneously, including the AMEP, as long as there is no duplication of services. The services delivered by HSS providers are tailored to meet the individual needs of clients. Such services may include:

- arrival reception and assistance
- assistance with finding accommodation (short and long term)
- property induction
- providing an initial food package and start-up pack of household goods
- assistance to register with Centrelink, Medicare, health services, banks and schools
- linking with community and recreational programmes.

HSS providers work with other settlement services such as AMEP service providers in order to ensure clients settlement needs are met, both during and beyond the HSS period. HSS clients are usually referred to the AMEP by their case managers, as most humanitarian entrants do not have functional English language skills, which are not an objective of the HSS programme.

2.7.2 Settlement Grants Programme (SGP)

The SGP was introduced on 1 July 2006 and aims to assist eligible clients to become independent, and integrate and participate in the Australian community as quickly as possible following their arrival. The SGP is designed to provide clients with case management, information, advice, referrals, community development and referrals for clients and engagement activities for eligible clients who recently arrived in Australia.

An annual assessment of settlement needs and evaluation of statistical data informs the funding priorities of settlement grants. The SGP is administered by the DSS. SGP funding:

- is provided on an application basis
- may be offered on a multi-year basis
- is usually based on financial years and is provided for a fixed period
- is expected to be fully committed at the beginning of each financial year.

The SGP client group comprises permanent residents who have arrived in Australia during the last five years and are one of the following:

- humanitarian entrants
- family stream migrants with low levels of English proficiency
- dependents of skilled migrants in rural and regional areas with low English proficiency
- select temporary residents who have low levels of English proficiency and are living in remote and regional areas.

There is an overlap between the target client group for the SGP and the AMEP client group, suggesting that many AMEP clients are eligible for, and may receive, settlement services under the SGP.

2.7.3 Complex Case Support (CCS) programme

The CCS programme provides humanitarian entrants with high needs specialised and intensive case management services. It is designed to specifically target clients whose needs are not met by the HSS and SGP. The design of the programme allows for the development of partnerships with settlement and mainstream services to address and overcome the barriers CCS clients face with settlement in Australia.

Clients may participate in CCS services for between 14 days and six months. This is contingent on individual's needs, and is determined in tailored case management planning. CCS clients usually have several intense or critical needs that require access to multiple services such as:

- mental health (including torture and trauma services)
- physical health
- family violence intervention
- personal, grief or family relationship counselling
- special services for children or youth
- support to manage accommodation, financial or legal issues.

The CCS programme is funded by the DSS, and each referral is assessed individually on a case by case basis. DSS provides funding to each service provider to manage clients' case management plans.

The CCS programme targets three primary target client groups, namely refugee entrants, Special Humanitarian Programme entrants, and protection visa holders. Unless exceptional circumstances are evident, these visa holders are eligible for CCS services for up to five years following their arrival in Australia.

CCS target client groups overlap with the target client groups for the AMEP, suggesting that many CCS clients may also be AMEP clients, or may transition to the AMEP following receipt of CCS services. The CCS programme offers multicultural communities services that the AMEP does not currently provide, hence, participation in the CCS programme is intended to allow for a smoother transition to the AMEP.

2.7.4 Multicultural Service Officers (MSOs)

MSOs from DHS assist migrants and humanitarian entrants to connect with Australian Government programmes and services. MSOs build relationships and consult in multicultural communities to identify and develop solutions to the barriers migrants often face when accessing services. They gather feedback on Government initiatives in migrant and humanitarian communities to determine the level of effectiveness of the initiatives, and the level and direction of their impact. MSOs operate throughout Australia in metropolitan, regional and remote service centres, with approximately 70 MSOs in place nation-wide.

The services offered by MSOs complement and work alongside those offered under the AMEP. The objectives of the AMEP in assisting migrants with the development of functional English, and settling and integrating into the Australian community, are supported by those of the MSOs in connecting multicultural communities with government services, and identifying and removing barriers. These services and programmes assist multicultural communities with assimilation and settlement (as well as independence), and create further opportunities for migrants to build on the functional English skills they are developing in the AMEP.

2.7.5 State and territory government programmes

State and territory governments in Australia have policy initiatives in place to support and promote the benefits of multiculturalism. Governments are actively operating in this policy area, particularly through the implementation of various programmes and grants supporting overarching policy initiatives. Some examples are provided below.

- Multicultural Youth Network (MYN) in NSW provides a voice for youth who promote the benefits of cultural diversity, and help to foster acceptance and respect for diversity.
- Skilled Migrant Employment (SkillME) Pilot Project in NSW is part of a strategic priority in the Multicultural NSW Strategic Plan to develop a collaborative process for maximising the skills, experience, and qualifications of migrants.
- Migrant Resource Centre of South Australia (MRCSA) conducts a series of initiatives that bridge the gap between South Australia Police (SAPOL) and refugee community groups in South Australia. These projects are part of an ongoing programme that contributes to the successful settlement and integration of newly-arrived humanitarian entrants, their families and communities.
- Multicultural Grants, administered by the Department for Communities and Social Inclusion in South Australia is designed to help multicultural organisations promote, showcase and support their cultures and communities.
- Women's Leadership Programme (Programme 1: Women's Leadership Course; and Programme 2: Women's Introductory Leadership Skills Course) is an initiative of Multicultural SA in partnership with the South Australian Multicultural and Ethnic Affairs Commission and TAFE SA. Both courses are free-of-charge for successful applicants.

2.7.6 SEE programme

The Skills for Education and Employment (SEE) programme commenced in 2013 as the continuation of the Language, Literacy and Numeracy Programme (LLNP). The SEE programme is the Australian Government's primary programme for helping eligible job seekers to improve their language, literacy and numeracy (LLN) skills with the expectation that such improvements will enable them to participate more effectively in training or in the labour force.

While some clients progress from the AMEP to the SEE programme, there are no reliable data on the proportion of AMEP clients that move on to the SEE programme.

2.8 Previous reviews

The AMEP was reviewed by the then Department of Immigration and Citizenship in 2009. In addition, the House of Representatives Joint Standing Committee on Migration has made recommendations on the AMEP (2008-09).

2.8.1 2009 Review of the AMEP

The Department of Immigration and Citizenship undertook a review of the AMEP in 2008-2009. The findings and recommendations of the review informed the new AMEP business model and the re-tendering of AMEP contracts for 2011-17.

2.8.2 Inquiry into Migration and Multiculturalism in Australia, 18 March 2013

The 'Inquiry into Migration and Multiculturalism in Australia' by the House of Representatives Joint Standing Committee on Migration was tabled on 18 March 2013. It focused on how to maximise the benefits of migration and multiculturalism and proposed two recommendations in relation to the AMEP:

1. AMEP should be refined through the provision of flexible learning times, greater personalised services and context specific language services related to employment and tertiary study.
2. The SLPET programme be fully embedded within the AMEP model to ensure that all AMEP service providers offer vocational specific English training and work experience.

3 Client needs and good practices in adult migrant language programmes

This chapter sets out findings from client focus groups undertaken as part of this evaluation. It then sets out best practice principles for adult migrant language programmes, including cohort specific practices.

3.1 Clients' needs as indicated in focus groups

Based on focus groups carried out for this evaluation, the primary goals for the majority of clients are employment, transition to further education or training and settlement/integration into the Australia community. Many clients discussed the importance of learning about Australian cultural and social practices, as well as understanding laws, regulations and fair trading.

Being independent and fitting into the community was repeatedly expressed in the focus groups as an important outcome of the AMEP. Specifically, many clients stated that learning pronunciation, word usage, and rate of speech in Australia is essential for increased confidence and integration and settlement, and is best achieved when taught by native speakers. Some clients aimed to achieve functional English through the AMEP, but felt this was not possible in 510 hours (this issue is discussed further in Sections 5.3 and 7.1.7).

Clients discussed the importance of flexibility with class times. Some clients stated that morning classes are preferred, especially for those with school aged children, whereas others who would also like to obtain part-time employment prefer evening classes. Increasing the flexibility of class times would enable clients to attend to other commitments, such as religious/cultural traditions, and family commitments such as attending appointments.

3.2 Principles of adult migrant language programmes

The provision of settlement services and language programmes for recent arrivals is a means of ensuring that migrants and humanitarian entrants are able to establish themselves in their host country and begin the process of integration into its social, economic and civic life.

Literature in social cohesion and the settlement outcomes of migrants emphasise the multifaceted nature of integration into a host country. This is represented in Jensen's five domains of social cohesion — belonging, inclusion, participation, recognition and legitimacy — where policies, programmes and services can combine to support successful settlement outcomes for migrants and maintain the social cohesion of the host country.

Drawing on the work of Jenson (1998), Ager and Strang (2008) and Dandy *et al.* (2013), a framework for good practice in social cohesion can be developed. The figure below represents the five domains, their definition and supporting practices.

Figure 3 A framework for good practice in settlement and social cohesion



Source: Dandy and Pe-Pua 2013; Jensen 1998

In relation to this framework, the AMEP has a primary role in *Inclusion*, with its focus on language training and support for pathways to employment, education and training. Its integration with settlement services and seminars means it also makes a strong contribution to *Participation*, as it provides information to new arrivals and supports their civic education. The connection of AMEP service providers with migrant support services reinforces the *Legitimacy* of diverse communities within a broader, multicultural Australia. Indications of the social and community connections developed by participants and their exposure to a multicultural society (Leith 2012) suggest that the AMEP also contributes to *Belonging* and *Recognition*.

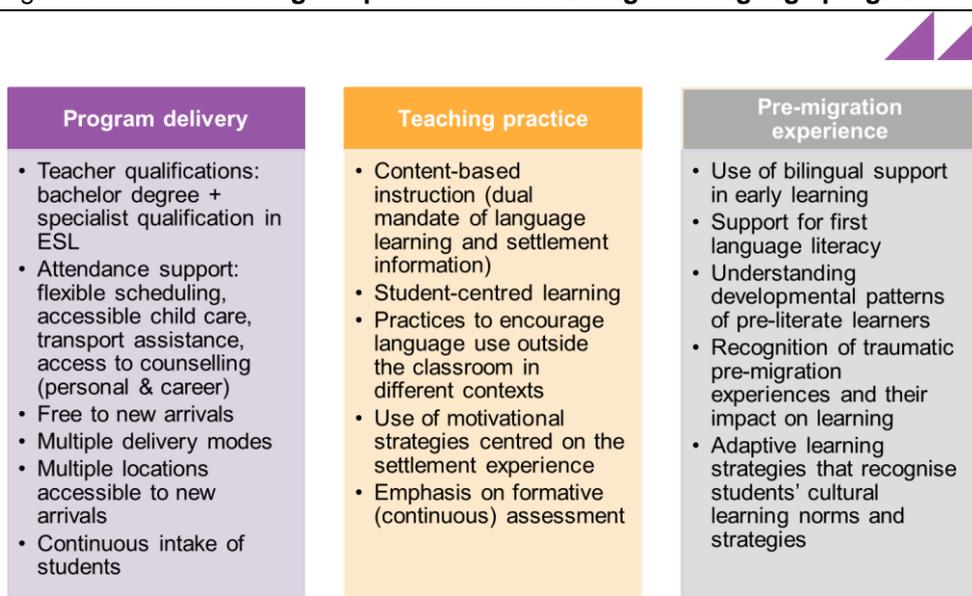
The work of Ager and Strang (2008) emphasises the role of language and cultural knowledge in facilitating the integration of migrants and humanitarian entrants. Their work indicates the criticality of language in securing settlement outcomes such as housing, education, employment and health.

Cheung and Phillimore's study of refugee integration in the United Kingdom (2013) found that refugees (70%) more so than either practitioners (53%) or policy makers and researchers (45%) nominated the ability to speak and write English as a significant indicator of integration. Language fluency was associated with good health, social networks and friendships, and with the ability to access education, housing and employment programmes. In the Australian context, Leith (2012) found that migrants considered the ability to communicate well with 'other Australians' in social contexts a key indicator of integration.

3.3 Good practices in adult migrant language programmes

This section discusses the key insights from the academic literature on good practices in adult migrant language programmes, an overview of which is provided in Figure 4.

Figure 4 Overview of good practices in adult migrant language programmes



Source: Benseman 2014; Burgoyne and Hull 2007; Citizenship and Immigration Canada 2010; Davis 2009; Leith 2012; Schaetzel and Young 2010; Taylor-Leech and Yates 2012.

3.3.1 Programme type

Programmes for adult migrant language learners generally focus on more than just language and literacy instruction. They also provide learners with access to information necessary for settlement and personal success through access to information about civic culture, access to government services, consumer awareness, opportunities for further education and training, and workplace readiness.

Schaetzel and Young (2010) identify a range of programme types.

- *Lifeskills or general ESL*: focusing on the development of general English language skills, often in the context of daily life.
- *Family literacy*: addressing the family as a whole, providing English language and literacy instruction for adults and children. Often, these programmes include parenting elements and information that parents can use to promote their children's literacy and general educational development.
- *English literacy and civics*: integrating English language instruction with opportunities to learn about civil rights, civic participation and responsibility, and citizenship.
- *Vocational ESL*: programmes concentrating on general pre-employment skills, such as finding a job or preparing for an interview, or targeting preparation for jobs in specific fields, such as horticulture or hospitality.
- *Workplace ESL*: focusing on developing and improving English language skills that are directly relevant to the work setting and often delivered on site.

Derived from its dual objective of language learning and settlement support, the AMEP offers elements of life skills, civics and vocational language learning.

3.3.2 Length of time and intensity of instruction

It has been noted that there is limited research on the length of time it takes adults to acquire a second language. Extrapolation from children's language learning indicates that

several years of intensive language instruction is needed for proficiency; 2-3 years for conversational language and 5-7 years to acquire parity with native English speakers (Schaetzel and Young 2010).

Schaetzel and Young also reviewed the findings of the few studies that have examined language acquisition in adults. One US study examined the 2000 census on the number, educational attainment and English skills of adults who had migrated to the US and were now permanent residents. It found that approximately 600 instructional hours is likely to be required for civic integration or to commence post-secondary education. Another study examined the educational level gains of over 6,500 US-based adult English language learners and found that the more hours of instruction received and the higher the intensity of instruction, the greater the rate of gain across the six educational functioning levels used in the National Reporting System. The effect of instructional hours was particularly strong at the Beginning and Advanced ESL levels. The study also found a general trend toward greater level gains for those clients with high rather than low intensity. Definitions of high and low intensity used in the study were not described by Schaetzel and Young nor was the original study able to be located.

The evaluation of the Language Instruction for Newcomers to Canada (LINC) programme examined learners' language proficiency as a result of programme participation. The LINC programme has a dual mandate of language learning and settlement support similar to AMEP. It also supports attainment of the citizenship language requirement, currently set at Canadian Language Benchmark (CLB) Level 4 or higher in speaking and listening. The CLB recognises four domains (listening, speaking, reading, writing), three stages (basic, intermediate and advanced) and four benchmark levels at each stage (initial, developing, adequate and fluent). Thus, level 4 CLB represents fluent basic proficiency (Citizenship and Immigration Canada 2011). Participation in LINC is not limited by instructional hours but by proficiency gains.

It should be noted that use of the CLB is not mandatory in the provision of LINC; however, nearly 80 per cent of teachers use the CLB in assessment and developing curricula and learning materials. It is also important to note that a LINC level, of which there are seven, do not correspond to CLB levels.

The mean number of hours taken to complete a LINC level was 347.4; however, the mean number of hours was higher at 400 hours for Levels 0-3. Furthermore, the evaluation found that

When students attend LINC classes for 1000 hours or more the gains likely attributable to LINC increase to 1.3 benchmark for listening, 1.2 for reading and 1.7 for writing.

Citizenship and Immigration Canada (2011, p. 35)

Gains of less than one benchmark were recorded across all domains when less than 750 hours of instruction were undertaken. The rate of gains increased significantly after 750 hours of instruction. For example, for the gain of 1.3 benchmark points in writing, 45 per cent of this gain was achieved between 750 and 1,000 hours of instruction and a similar result was observed for listening. For reading and speaking, approximately 35 per cent of the gain was achieved between 750 and 1,000 hours of instruction (Citizenship and Immigration Canada 2011, pp. 35-36).

3.3.3 Programme delivery

The diversity of the population which adult migrant language programmes seek to serve means that effective programme delivery requires flexibility. Classes need to vary in terms of

scheduling, location, duration and content in order to maximise learning opportunities for students while recognising the complexity and constraints of adult learners' lives.

Critical elements of flexible programme delivery include the provision and accessibility of multiple delivery modes such as full and part time study, classroom-based learning, distance education, online learning resources, and one-on-one tutoring. It is also essential that language learning programmes ensure that classes are available in locations accessible to target groups and include consideration of public transport, community hubs and access to other required support services. A key element identified in the literature was that programmes should be free to eligible new arrivals and with a continuous intake to ensure take up and ongoing participation.

Attendance support in the form of accessible and affordable childcare, transport assistance and access to personal and career counselling were also identified as good practices in programme delivery. These aspects of programme design ensured the greatest participation of the target cohorts (Citizenship and Immigration Canada 2011; Schaetzel and Young 2010).

The role of teacher qualifications has also been addressed in the literature, with consensus that it is essential to hold a bachelor degree with a formal ESL qualification, such as a Teachers of English to Speakers of Other Languages (TESOL) diploma or Certificate. Access to professional development is considered critical to maintaining relevant and effective teaching practice for a complex group of learners. (Citizenship and Immigration Canada 2011; Schaetzel and Young 2010).

In particular, the evaluation of the LINC programme found that while it was difficult to assess the impact of such factors as learner's educational background, gender, age, aptitude and intelligence, it was evident that the quality of the language instructor played a significant role in successful language acquisition. Teachers with work-like expectations of learning commitment, enthusiasm, class organisation and an 'English only' rule in the classroom seemed to have more committed and motivated students who made a greater effort to speak English away from the classroom (Citizenship and Immigration Canada 2011; Derwing *et al.* 2009).

3.3.4 Teaching practice

Content-based instruction was identified as a critical element of adult language learning programmes. Where programmes have a dual mandate of language instruction and settlement information, there is improved language learning as students use their language skills in daily settings outside the classroom. Where learning includes a focus on information to support their settlement, students are more motivated to learn because it has immediate connection with their daily life and their hopes for the future such as further education and training, employment, and helping children through their school education (Citizenship and Immigration Canada 2011; Schaetzel and Young 2010).

Recommended instructional practice focuses on student-centred learning, the use of motivational strategies and practices that encourage use of language outside the classroom in different contexts such as social situations, work and education. Additionally, the literature emphasises the importance of formative (ongoing or continuous) assessment rather than only summative assessment (Benseman 2014; Citizenship and Immigration Canada 2011; Schaetzel and Young 2010; Taylor-Leech and Yates 2012).

In their investigation of the independent language learning strategies of participants in the AMEP, Taylor-Leech and Yates (2012) found that participants largely adopted social strategies both within the AMEP classes and their day-to-day lives, though many did not adopt any learning strategy. This means that participants intentionally practised or sought to use their language skills in social settings, rather than through other strategies such as the use of learning materials, self-directed language learning or memorisation or information retrieval strategies.

Taylor-Leech and Yates (2012) also found that strong first language connections in the home and community, low confidence and translation roles taken on by family members could impact on learners' capacity to practice English speaking and listening and their propensity to take risks in speaking English to native speakers. On this basis, Taylor-Leech and Yates recommended that AMEP provision explicitly make use of social networks and extra-curricular activities to practice daily life situations. Additionally, specifically teaching strategies about how to optimise social contact with native speakers was also encouraged.

3.3.5 Pre-migration experience

Recognition of learners' pre-migration experience is strongly supported throughout the literature. This could include the use of bilingual support in the classroom to facilitate translation as well as the communication of unfamiliar learning concepts and strategies and explicit support for first language literacy as a contribution to second language literacy (Davis 2009). The literature recommends progress expectations that are appropriate to the developmental patterns of pre-literate learners, who are far slower than literate learners, along with recognition of traumatic migration experiences and their impact on learning (Benseman 2014). Adaptive learning strategies that acknowledge and leverage learners' cultural learning norms and strategies were also supported (Burgoyne and Hull 2007).

A particular focus of the Canadian and Australian literature was recognition of an often monocultural pre-migration experience that contrasted sharply with these countries' strong multiculturalism. In this context, it is appropriate for programmes to address living in a multicultural society and supporting social connection across cultures. This could be achieved through mixed ethnicity classrooms, use of English as a common language within the classroom and familiarity with the norms and values of a multicultural society (Citizenship and Immigration Canada 2011; Leith 2012).

3.4 Cohort-specific good practice in adult migrant language programmes

This section details cohort-specific good practices in adult migrant language programmes based on the academic literature. An overview of these good practices is provided in Figure 5.

Figure 5 Overview of cohort specific good practices

Refugees	Survivors of torture & trauma	Limited literacy in first language
<ul style="list-style-type: none"> Teachers are able to recognise symptoms of mental illness that indicate stress in resettlement (migration, acculturative and traumatic) Inclusion of relevant health and cultural content Access to culturally appropriate counselling is visible and supported 	<ul style="list-style-type: none"> Negotiating learner-centred strategies acknowledges the complexity of personal control and responsibility for the learner Recognition of and support for psychological barriers to learning (e.g. fear, low self-esteem, inability to trust and negative attitudes towards education) Personal skills are developed alongside academic skills Literacy workers are peer and professionally supported to manage personal impacts 	<ul style="list-style-type: none"> Literacy assessment in first language Support for formal literacy in first language to assist in understanding language and literacy conventions Clear routine and emphasis on practice and recycling of content Repeated oral practice

Source: Adkins and Sample 1999; Benseman 2014; Davis 2009; Horsman 1998; Magro 2007

3.4.1 Refugees

Refugees are acknowledged within the literature as a cohort with particular needs arising from traumatised backgrounds. In these circumstances, the literature recommends that teachers are able to recognise symptoms of mental illness that indicate stress in resettlement (migration, acculturative and traumatic) and are able to support students in accessing culturally appropriate counselling and services. Language programmes that facilitate social contact and inclusion contribute significantly to refugee resettlement (Benseman 2014; Burgoyne and Hull 2007; McDonald *et al.* 2008; Victorian Settlement Planning Committee 2005).

Benseman's interviews with teachers of refugees who had also taught ESL to non-refugees revealed a number of factors impacting upon their ability to learn. These included psychological trauma as seen in increased inattention or distractibility, stress resulting from family members still in dangerous conditions, poor physical health and low levels of literacy that students needed to 'learn how to learn' (Benseman 2014).

The teaching strategies appropriate for this cohort of learners are varied but Benseman's study revealed strong support for bilingual tutors. These tutors were able to help identify and resolve issues in learners' lives, provide instant clarification of language-related difficulties, assist in small group work, act as an intermediary between teacher and learners and pick up subtle cultural signals from learners that might support or impede language learning (Benseman 2014, pp. 99-101).

3.4.2 Survivors of torture and trauma

Survivors of torture and trauma are recognised as learners with complex health, psychological and settlement needs. With regard to teaching practice, the literature demonstrates that recognition of, and support for, psychological barriers to learning such as

fear, low self-esteem, inability to trust and negative attitudes towards education, are essential to successful language learning (Adkins and Sample 1999).

A significant element of this is the teacher's capacity to negotiate learner-centred strategies that acknowledge the complexity of personal control and responsibility for the learner. It is also important for personal skills to be developed alongside academic skills. For this reason, approaches that include mentoring, peer counselling and tutoring, as well as interpreters support of language acquisition, are recommended (Magro 2007). It is also suggested that literacy workers are peer and professionally supported to manage personal impacts (Horsman 1998).

3.4.3 'Women at Risk'

Many women migrants necessarily juggle dealing with the challenges of their own settlement with those faced by their family members, and their frequent role as the primary care giver for their family, including looking after children who are under school age. This can mean that women migrants can find it difficult to give priority to their own settlement needs, including enrolling in, and continuing to stay engaged with, the AMEP. In turn this can delay the achievement of their own settlement outcomes, including participation in the workforce or further educational opportunities (Yates 2011).

These challenges are further heightened for those who arrive in Australia under the Woman at Risk visa programme, which provides for the resettlement of vulnerable women refugees and their dependants, living without male relatives. By definition, those who enter Australia under the Woman at Risk programme have faced a wide range of very traumatic experiences that may include threats to security, sexual violence, physical abuse, intimidation, torture and/or exploitation and such problems can be further compounded by the effects of past persecution sustained in their country of origin or during flight from their country of origin. All of these experiences can contribute to the vulnerability of this group (Bond 2010).

As noted elsewhere in this report, provision of childcare is considered an important feature of the programme that is designed to maximise women's participation. It is also important that the programme continue to take account of women's needs in programme design and delivery.

As discussed below in Section 5.1.1, the SPP, for which most, if not all, Woman at Risk entrants would be eligible, provides support and additional tuition hours to assist in addressing the issues this cohort may face.

3.4.4 Limited literacy in first language

Learners who are pre-literate or have low levels of literacy in their first language are recognised as requiring high levels of individualised support. In these circumstances, access to support in their first language makes a significant contribution to second language acquisition. Literacy assessment in their first language more accurately identifies their literacy levels while bilingual support in class assists in understanding unfamiliar language and literacy conventions such as alphabet, word order and grammar concepts (Davis 2009).

Bensemen (2014, p. 95) particularly notes that 'stair-case' progress in language acquisition should not be expected in pre-literate learners and that progress can be extremely slow. For those students who are pre-literate, English language learning must first address the fundamentals of language and literacy conventions including:

initial word sounds, learning motor skills for forming letters, learning a new alphabet, recalling previous learning, understanding the direction of text, understanding new word orders and learning to listen, analyze, and reflect, using questions.

(Benseman 2014, p. 98)

General teaching strategies included constant revision, sensitivity to maximising an individual's experience of success, use of phonics (especially for low level learners), rote practice of oral skills and a cycle of modelling/acting/role-play/re-cycle/reflection/practise in pairs.

3.5 Implications for the AMEP

The AMEP's dual mandate of settlement and language learning is strongly supported by the literature. There is evidence that this approach enables a deeper understanding of Australian society and its multicultural values among migrants, as well as their participation in their community and in education, training and employment opportunities.

The migrant cohort is complex, with considerable variation in pre-migration experience, participation in formal education and training, and access to social supports in Australia. The literature is consistent in its view that flexibility in programme delivery is critical to participation and successful outcomes for learners. Programme delivery is most effective when class locations are easily accessible, scheduled to accommodate working migrants, and offer other participation assistance such as affordable childcare and counselling. The AMEP is designed to enable providers to offer various learning modes, additional support for vulnerable cohorts such as humanitarian entrants and childcare support. The effectiveness of these features is discussed in the following chapter.

The literature is also consistent on the benefits of programmatic support for good teaching practice. This includes bilingual support in the early stages of language learning, sensitivity to developmental patterns of learners (especially pre-literate learners) and a curriculum framework that supports and encourages content-based and student-centred learning. An emphasis on formative (continuous) assessment is conducive to learner success, as it more accurately reflects learner progress and is used to inform teaching strategies. It would appear that the design of the AMEP is consistent with this principle (this is considered in detail in Chapter 7).

The intensity of instruction, as measured by hours, and its contribution to language gains has been subject to investigation and debate. There is some evidence to suggest that approximately 600 hours is an appropriate minimum to achieve functional levels of language acquisition. However, detailed analysis of learner outcomes and language gains in LINC suggest that between 750-1000 instructional hours is more likely to result in the desired proficiency outcomes. There is agreement within the literature that the pre-migration experience of language learning and education is a strong factor in the length of time required to reach functional levels in an additional language. The effectiveness of the AMEP and its sub-programmes, such as SPP, in meeting the language acquisition needs of low language level learners is discussed in the following chapter.

4 The AMEP cohort, take up and clients' English language skills

This chapter details the participation and take up rates of the AMEP, and AMEP clients' characteristics and English language skills.

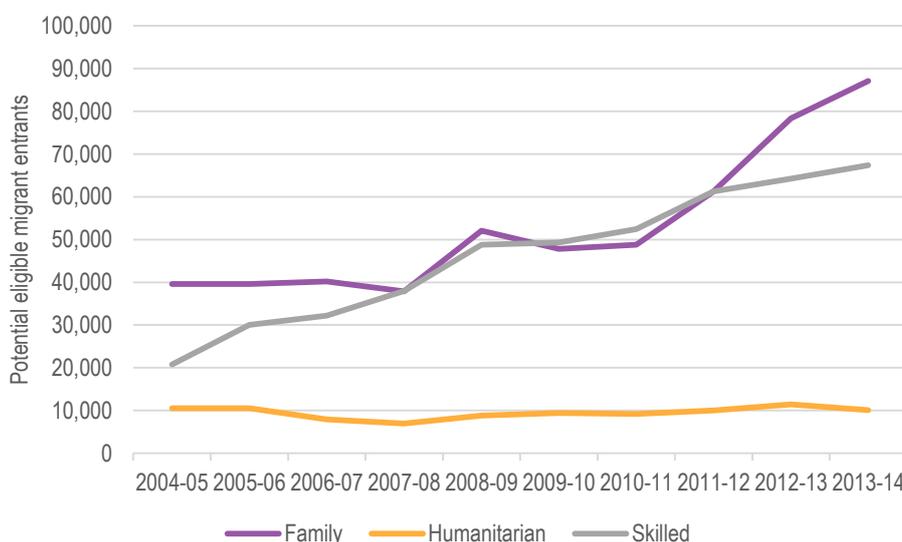
4.1 AMEP clients and take up by visa stream

In order to examine the take up of the AMEP by the programme's target groups, this section first details trends in migration to Australia and in AMEP enrolments and participation.

4.1.1 Potentially eligible migrants

As noted previously, the AMEP is open to eligible permanent migrants and humanitarian entrants with less than functional English. Figure 6 shows the annual number of migrant entrants into Australia over the last 10 years who are, due to their visas, likely to be eligible for the AMEP. These data include migrants who are not eligible for the AMEP due to their higher proficiency in English. As a result, the data in Figure 6 are for *potentially* eligible migrants.

Figure 6 Migrant entrants by visa stream with potential AMEP eligibility



Note: Potential eligible migrant entrants are migrants with an AMEP-eligible visa subclass, excluding those under 18, and excluding primary visa AMEP subclass holders if their AMEP visa subclass is flagged as only for dependents.

Source: AMEP dataset

These data include individuals migrating from English speaking countries. Based on recent settlement data, it is estimated that 20-30 per cent of Family visa stream migrants and 15-25 per cent of Skilled visa migrant are from English-speaking countries and so would be

ineligible for the AMEP. It is unlikely any Humanitarian stream entrants are from English-speaking countries (Settlement Database 2014).

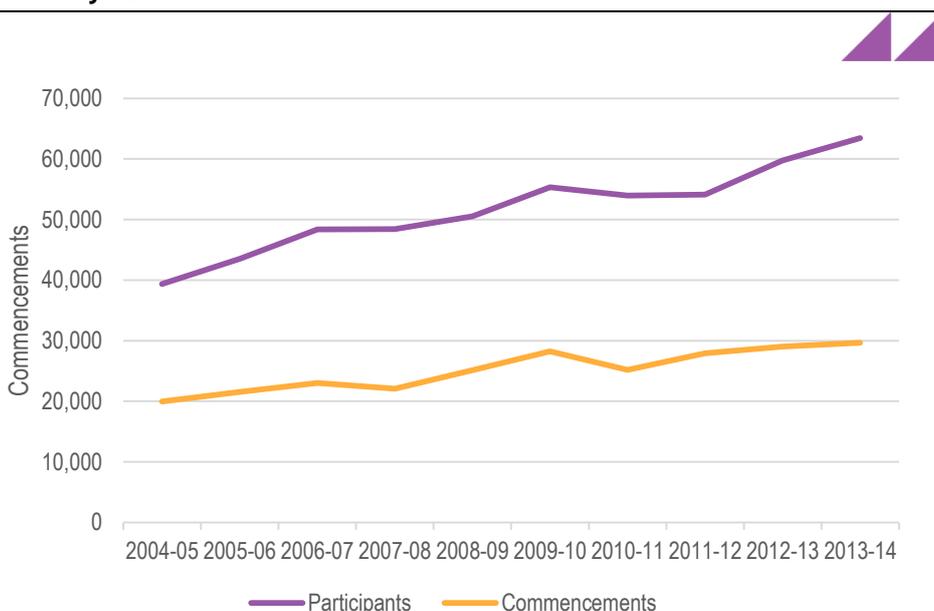
Migrants under the Skilled visa stream may be eligible for the AMEP. Most skilled workers under this stream must meet English language requirements to gain a visa and thus are unlikely to be eligible for the AMEP. But some skilled worker migrants can also apply to bring a partner and/or family members to Australia (who do not face English language requirements) when they migrate and such partners or family members receive the same visa type as the skilled worker migrants.¹⁰

Over the last 10 years there has been a significant increase in potentially eligible migrants in the Skilled and Family visa streams, while there has been no growth in migrants in the Humanitarian stream.

4.1.2 AMEP enrolments and participation

The AMEP enrolments (that is, clients who join the programme for the first time) over the same period have also increased, as has the number of clients participating (that is, receiving AMEP services) in the AMEP each year (Figure 7).

Figure 7 **AMEP enrolments (new participants) and total participants per year**



Note: Participants are AMEP clients who received AMEP services in a given year.
Source: AMEP dataset

4.1.3 Estimated AMEP take up

The take up rate for the AMEP differs markedly for different visa streams, with humanitarian entrants much more likely to enrol in the AMEP — an estimated 80 per cent of humanitarian entrants commenced in the programme in 2013-14. The estimated take up rate for Family visa stream migrants is 20 per cent, and Skilled visa stream migrants 8 per cent (Figure 8).

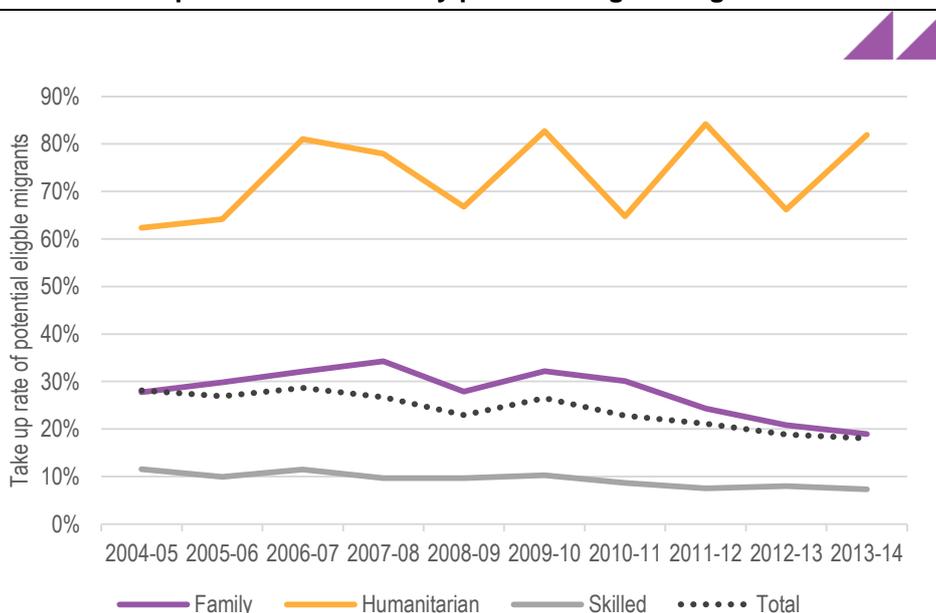
¹⁰ The AMEP dataset provided to the evaluation does not allow the disaggregation Skilled visa stream clients into primary skilled migrants and dependants of skilled migrants.

The differences between visa streams may reflect Humanitarian entrants' greater English language needs and the English language support many Family and Skilled visa streams migrants can access from partners and family members.

While AMEP enrolments have been rising, they have not risen as quickly as the number of potentially eligible migrant entrants, leading to a fall in the estimated take up rate from 29 per cent in 2004-05 to 19 per cent in 2013-14. Estimated take up among Humanitarian entrants is volatile but is not exhibiting a downward trend, while take up among the Family and Skilled visa streams has fallen over the last four years (Figure 8).

Stakeholder consultations carried out for the evaluation did not provide any clear explanation for the fall in the estimated take up rate since 2008-09. It could be caused by cohort characteristics (such as an increase in the proportion of migrants with high level English language skills), provider behaviour, programme design, or other factors (such as increased usage of online courses).

Figure 8 Take up rate of the AMEP by potential eligible migrants



Note: Potential eligible migrant entrants are migrants with an AMEP-eligible visa subclass, excluding those under 18, and excluding primary visa AMEP subclass holders if their AMEP visa subclass is flagged as only for dependents. AMEP clients are clients that have commenced in the programme.
Source: AMEP dataset

Key Finding 1

Over the last 10 years there has been a significant increase in potentially eligible migrants in the Skilled and Family visa streams, while there has been no growth in migrants in the Humanitarian stream.

AMEP enrolments over the same period have also increased, as have the number of clients participating in the AMEP each year.

Estimated take up of the AMEP is highest among Humanitarian migrants and lowest among Skilled migrants, likely reflecting English language need.

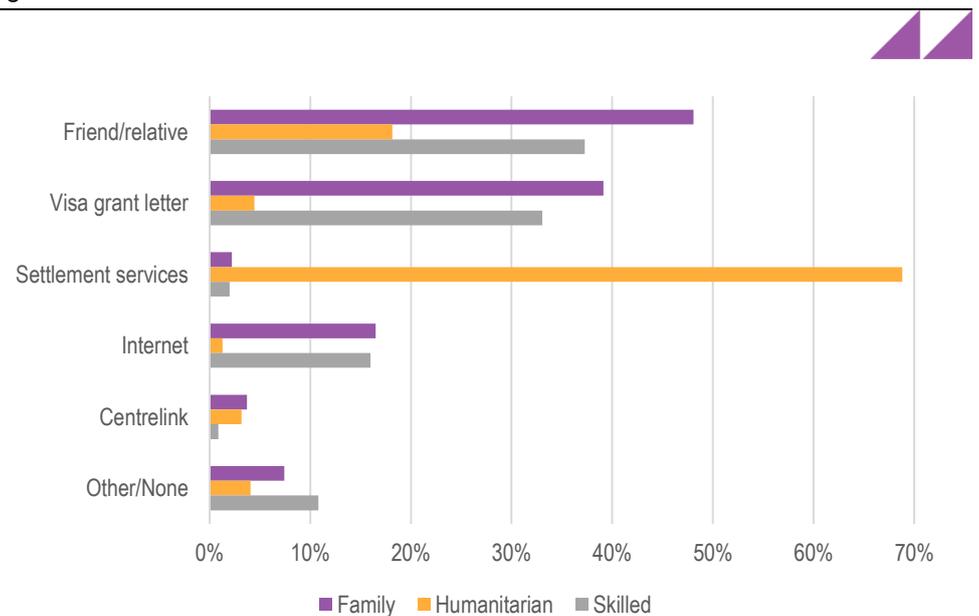
Estimated take up of the AMEP by potential eligible migrants appears to have fallen slightly over the last ten years. Estimated take up among Humanitarian entrants is volatile but is not exhibiting a downward trend.



4.1.4 How clients hear about the programme

On entry into the AMEP, clients are asked how they found out about the programme. Finding out about the AMEP from a friend/relative is most common, while visa grant letters are also a frequent way in which clients are first informed of the AMEP. Settlement services play a central role in informing Humanitarian visa stream clients of the AMEP (Figure 9).

Figure 9 How clients hear about the AMEP



Note: Data for clients commencing between 2011-12 and 2013-14, as data from prior years are incomplete. Data are based on clients' answers to providers on enrolling in the programme. 'Settlement services' refers to clients who answered 'Settlement Service Provider Organisation' or 'IHSS Provider'. 'Other/None' refers to 'Advertisement' (0.5 per cent), 'AUSCO' (0.3 per cent) and 'None of the above' (5.3 per cent).

Source: AMEP dataset

Consultations also emphasised the importance of HSS providers in linking recently arrived humanitarian entrants to the AMEP. This was particularly effective in locations where the HSS provider and the AMEP service provider had a close relationship, and would often lead to HSS providers taking clients to enrol in the AMEP shortly after arrival in Australia.

Stakeholders report that most potential clients are well informed about the programme due to provider promotional activities from AMEP service providers, HSS providers, Centrelink and other organisations such as migrant resource centres.

Key Finding 2

Clients' friends/relatives and visa grant letter are important sources of information about the AMEP. HSS providers play a central role in informing Humanitarian visa stream clients of the AMEP.

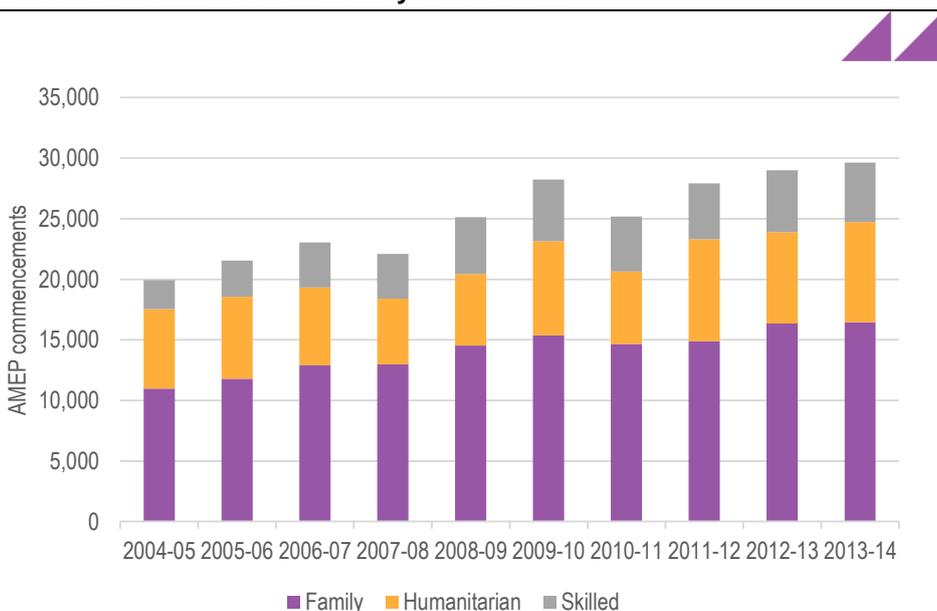


4.2 The AMEP client profile

4.2.1 AMEP clients by visa stream

The AMEP enrolments have increased in most years since 2004-05. The majority of the AMEP enrolments are migrants in the Family visa stream (55 per cent in 2013-14). Around 28 per cent of enrolments are Humanitarian entrants, while Skilled visa stream migrants account for the remaining 17 per cent (Figure 10).

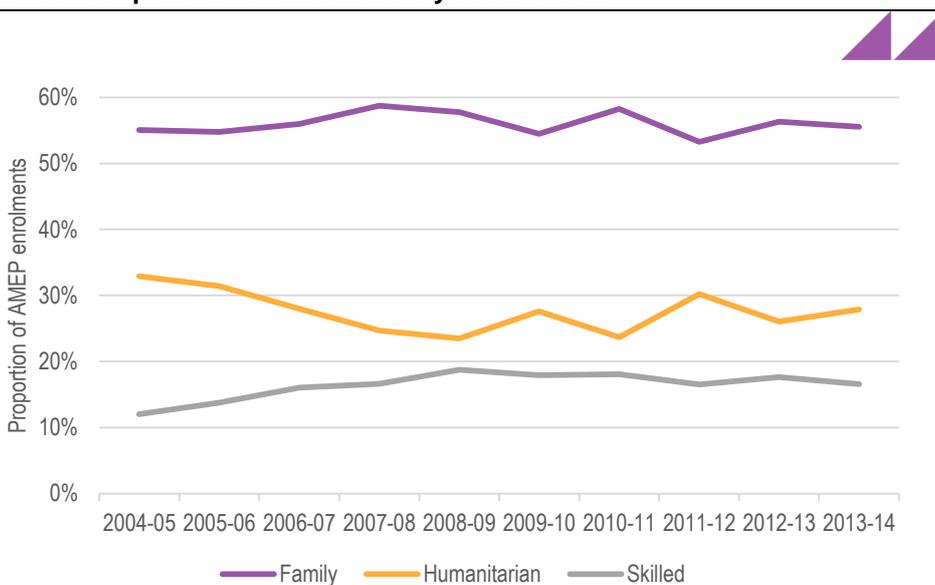
Figure 10 The AMEP enrolments by visa stream



Source: AMEP dataset

The shares of each visa stream have remained relatively steady since 2003-04, apart from a decrease in the share of Humanitarian entrants between 2005-06 and 2008-09 and a corresponding increase in the share of Skilled visa stream migrants (Figure 11).

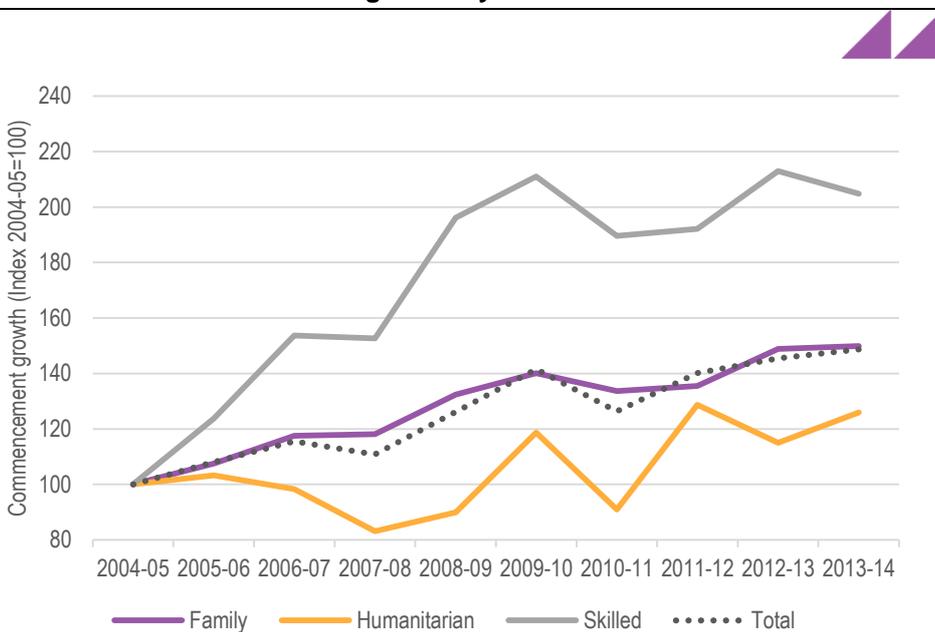
Figure 11 Proportion of enrolments by visa stream



Source: AMEP dataset

The increase in the share of Skilled visa stream migrants has come from a significant increase in enrolments from this visa stream, albeit from a small base. While the last ten years has seen 50 per cent increase in the number of AMEP enrolments, Skilled visa enrolments rose 200 per cent from 2004-05 to 2013-14 (Figure 12).

Figure 12 The AMEP enrolment growth by visa stream



Source: AMEP dataset

The impact on the AMEP of the growth in Skilled visa stream enrolments and share of enrolments (up from 12 per cent in 2004-05 to 17 per cent in 2013-14) is likely mixed. As set out below in Section 4.3, Skilled visa stream clients have, on average, higher English language skills on entrance to the AMEP, compared to clients from the other two visa

streams. Skilled visa stream clients are also likely to have had less difficult migration experiences than Humanitarian visa stream clients.

Conversely, Family visa stream clients are likely to have more settlement support in Australia from family members who have lived in Australia a number of years, than Skilled visa stream clients who are often migrating to Australia with their family members.

Key Finding 3

Over the past 10 years there has been a significant increase in enrolments from the Skilled visa stream, albeit from a small base, likely caused by increases in eligible Skilled visa stream migrants entering Australia.

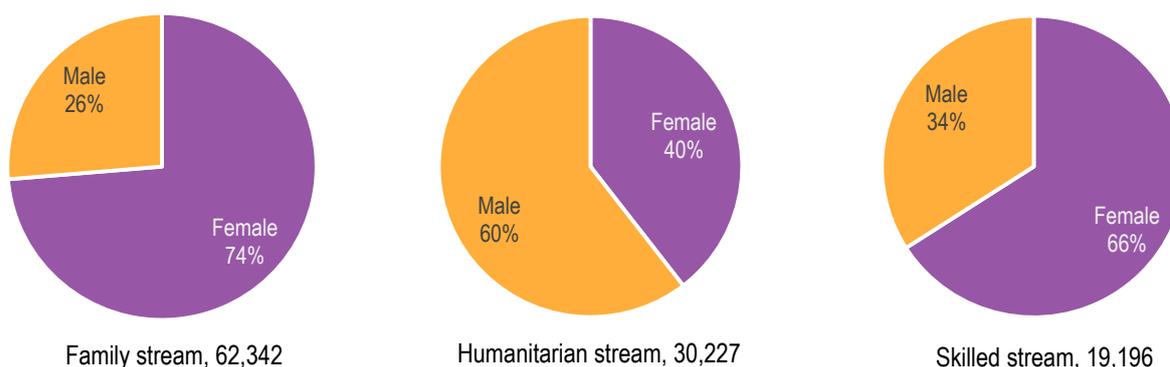
The Family visa stream continues to account for the majority of the AMEP enrolments. Of the three visa streams, Skilled visa stream entrants have seen the highest growth and account for a greater share of enrolments than 10 years ago.

4.2.2 The AMEP clients by gender and age

Around 63 per cent of AMEP enrolments are women, although each visa stream has a different gender composition. Almost three quarters of Family visa stream enrolments are women, compared to 40 per cent of Humanitarian visa stream enrolments and 66 per cent of Skilled visa stream enrolments (Figure 13).

This is likely due to the composition of the eligible migrants entering Australian in each visa stream – women are over represented in the Family stream and are more likely to migrate as a partner of a skilled worker migrant. Women are underrepresented in the Humanitarian stream.

Figure 13 AMEP client visa streams by gender, enrolments 2010-11 to 2013-14



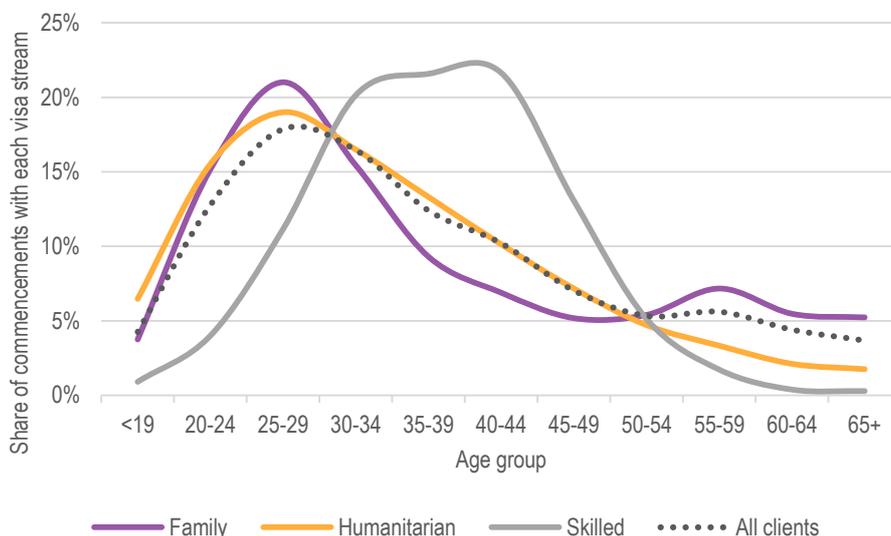
Source: AMEP dataset

The majority of AMEP clients are aged between 20 and 39. Skilled visa stream clients have an age profile concentrated between 30 and 50, while the Family visa stream has the highest proportion of under 30 clients and of clients aged 55 or older (Figure 14).

That Skilled visa stream clients are older may be due to that they are migrating with their Skilled visa partners who must demonstrate in-demand skills, which often take time to gain and/or demonstrate sufficiently. A significant proportion of Family visa stream clients are

aged under 35, possibly reflecting the age at which spousal relationships are formed, in this case between Australian citizens and Family visa stream migrants.

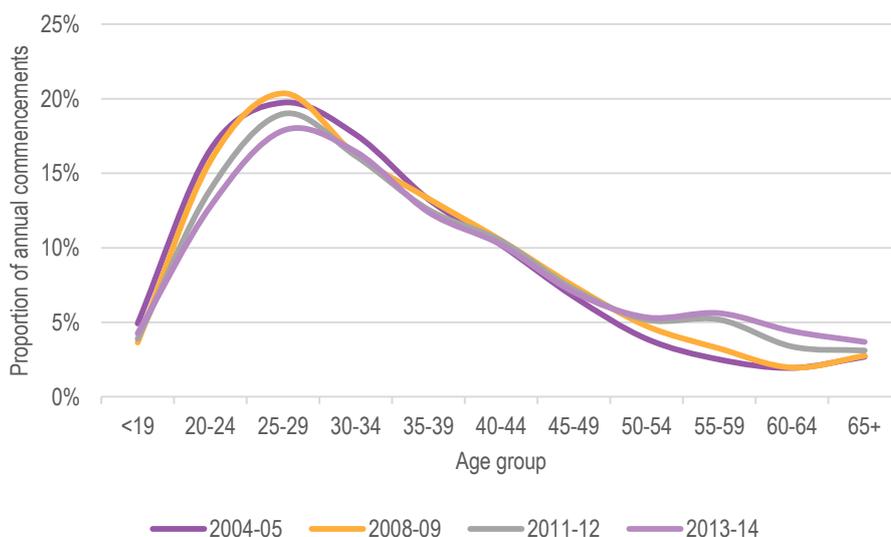
Figure 14 Age group by visa stream, enrolments 2010-11 to 2013-14



Source: AMEP dataset

The age profile of AMEP clients has changed only slightly over the last 10 years, with a greater share of clients older than 55 in 2013-14, compared to 2004-05 (Figure 15). It is not clear what is driving the change in the age profile of AMEP clients, although the increased share of Skilled visa stream clients (who are older on average) may be partially responsible.

Figure 15 Age profile of AMEP clients over time, enrolments



Source: AMEP dataset

Key Finding 4

More than 60 per cent of AMEP clients are women. There are significant gender differences between visa streams with women making up 74 per cent of Family visa stream clients but only 40 per cent of Humanitarian entrant clients.

The age profiles of each visa stream cohort also differs, with Family visa stream clients accounting for most older clients, and Skilled visa stream clients concentrated in the middle of the age distribution.

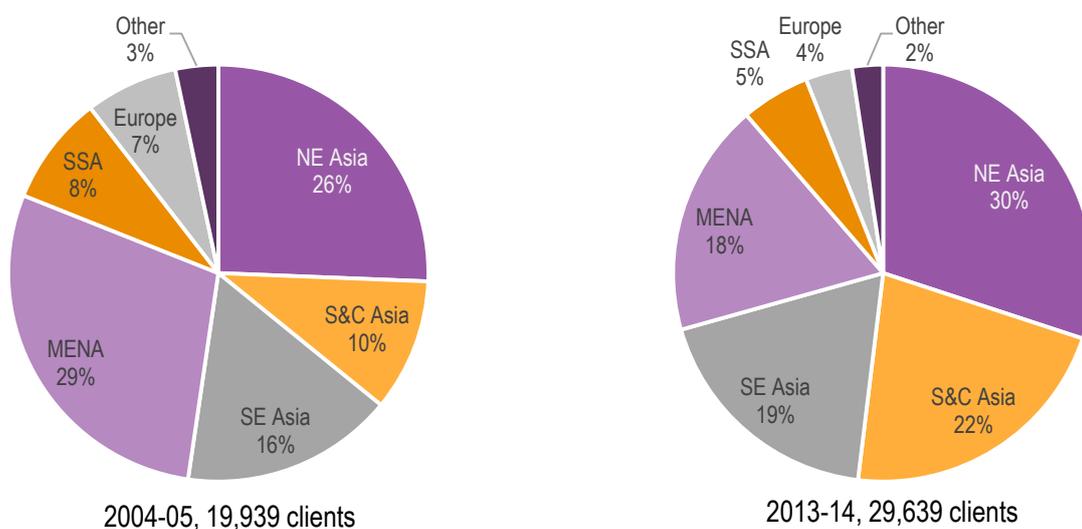
4.2.3 AMEP clients by country of origin

In 2013-14, the majority of AMEP enrolments were from migrants from North East Asia or Southern and Central Asia (Figure 16).

China (25 per cent of AMEP enrolments), Afghanistan (9 per cent), Iraq (8 per cent) and Vietnam (7 per cent) are the most common countries of origin among AMEP clients.

While in 2004-05, the North Africa and the Middle East region was the largest source of AMEP clients, by 2013-14 the region accounted for just 18 per cent of enrolments. The Sub-Saharan Africa and Europe regions account for 5 per cent or less of AMEP clients.

Figure 16 AMEP clients' country group of origin, enrolments



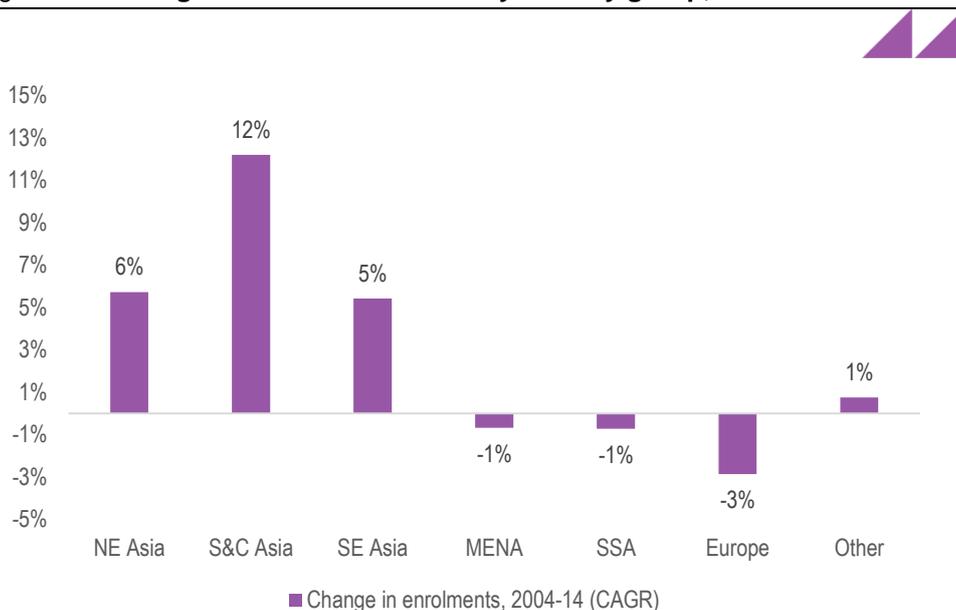
Note: NE Asia – North-East Asia; S&C Asia – Southern and Central Asia (including Afghanistan, India, Sri Lanka); SE Asia – South-East Asia; MENA – North Africa and the Middle East; SSA – sub-Saharan Africa.

Source: AMEP dataset

Figure 17 shows that between 2004-05 and 2013-14, enrolments by migrants from North Africa and the Middle East North Africa (MENA) fell at an average of 1 per cent a year, and by 11 per cent as a proportion of all AMEP clients. This was largely driven by a fall in enrolments from Sudan.

Sub-Saharan Africa (SSA) and Europe also saw average annual falls, while significant growth was seen in migrants from Southern and Central Asia (S&C Asia) driven by growth in Afghanistan, Bhutan and India.

Figure 17 **Change in AMEP enrolments by country group, 2004-05 to 2013-14**



Source: AMEP dataset

These changes in the composition of the AMEP cohort reflect changes in Australian Government migration policy, particularly the increase in Skilled visas granted, and the Humanitarian Programme adapting to international events, for example, the end of the Sudanese civil war.

In consultations for this evaluation, AMEP service providers indicated that the proportion of low level English language skill and/or high needs clients has increased over recent years. As discussed below in Section 4.3, this is not supported by AMEP English language proficiency entry scores.

However, as Figure 16 and Figure 17 make clear, there has been considerable change in the country of origin of clients commencing the AMEP. In consultations for this evaluation, AMEP service providers noted that these changes presented challenges as they must adapt their training delivery to meet the preferences, needs and learning styles of clients from different countries of origin. While average English language skills of AMEP clients have not fallen over the past ten years, providers describe experiencing considerable change in their cohorts, which has necessitated readjustment to the way they offer the AMEP.

Key Finding 5

The profile of AMEP clients by country of origin has changed significantly over the past ten years, driven by changes in Australian migration policy. There has been a large increase in AMEP clients from Southern and Central Asia, and a fall in clients from North Africa and the Middle East, Sub-Saharan Africa, and Europe.

4.2.4 AMEP clients by state/territory and remoteness

The majority of AMEP clients (68 per cent) are located in NSW and Victoria and both states have a greater share of AMEP clients relative to their share of the Australian population (Table 5). Tasmania has the highest proportion of Humanitarian visa stream clients, with 68

per cent of clients in the state from the Humanitarian stream. Western Australia and Northern Territory have the highest shares of Skilled visa stream clients.

Table 5 **State and territory AMEP client cohort make up**

	Visa stream			Share of AMEP clients	Share of Australian population
	Family	Humanitarian	Skilled		
Australian average	56%	27%	17%		
Australian Capital Territory	64%	18%	18%	1%	2%
New South Wales	65%	23%	12%	36%	32%
Northern Territory	54%	22%	24%	1%	1%
Queensland	51%	31%	17%	12%	20%
South Australia	40%	40%	20%	7%	7%
Tasmania	24%	68%	7%	1%	2%
Victoria	53%	27%	20%	32%	25%
Western Australia	51%	24%	25%	9%	11%

Note: Percentage of AMEP clients that commenced training in 2010-11 – 2013-14.

Source: AMEP dataset, ABS.

The vast majority of AMEP clients are located in the major cities of Australia, with major cities accounting for significantly more clients relative to their share of the Australian population (Table 6). Humanitarian visa stream clients are overrepresented in regional Australia, while Family visa stream clients make up the majority of clients in remote Australia.

Table 6 **ARIA Remoteness Index AMEP client cohort make up**

	Visa stream			Share of AMEP clients	Share of Australian population
	Family	Humanitarian	Skilled		
Australian average	56%	27%	17%		
Major Cities of Australia	57%	26%	17%	91%	71%
Inner Regional Australia	43%	42%	15%	5%	18%
Outer Regional Australia	44%	38%	17%	3%	9%
Remote Australia	76%	3%	21%	0%	1%
Very Remote Australia	77%	2%	21%	0%	1%

Note: Percentage of AMEP clients that commenced training in 2010-11 – 2013-14.

Source: AMEP dataset, ABS.

The location of AMEP clients likely reflects a number of factors related to where migrants live rather than the AMEP itself. It is likely that migrants often choose to live in large cities where they have access to a greater variety of support services (including study options) and in the larger states where there are more likely to be migrants from similar backgrounds.

There is a lack of data on AMEP eligible migrant populations by state/territory or remoteness which means that take up rates cannot be estimated by region.

Key Finding 6

The majority of AMEP clients (68 per cent) are located in either NSW or Victoria. Tasmania has the highest proportion of Humanitarian visa stream clients and Western Australia/Northern Territory have the highest shares of Skilled visa stream clients.

The vast majority of AMEP clients are located in the major cities of Australia. Humanitarian visa stream clients are overrepresented in regional Australia, while Family visa stream clients make up the majority of clients in remote Australia.



4.3 AMEP clients' English language levels

On entering the AMEP, clients' English language ability is assessed using the International Second Language Proficiency Ratings (ISLPR).¹¹ These entry assessments provide information on the English language skills of the AMEP client cohort, and how the English language skills of the AMEP cohort change over time. Table 7 provides an overview of the ISLPR levels.

Table 7 Summary of ISLPR levels

Level	Title	Abilities
0	Zero Proficiency	Unable to communicate in the language.
0+	Formulaic Proficiency	Able to perform in a very limited capacity within the most immediate, predictable areas of own need, using essentially formulaic language.
1-	Minimum 'Creative' Proficiency	Able to satisfy own immediate, predictable needs, using predominantly formulaic language.
1	Basic Transactional Proficiency	Able to satisfy own basic everyday transactional needs.
1+	Transactional Proficiency	Able to satisfy own simple everyday transactional needs and limited social needs.
2	Basic Social Proficiency	Able to satisfy basic social needs, and the requirements of routine situations pertinent to own everyday commerce and recreation and to linguistically undemanding 'vocational' fields
2+	Social Proficiency	This level is significantly better than Level 2 but has not reached Level 3.
3	Basic 'Vocational' Proficiency	Able to perform effectively in a wide range of informal and formal situations pertinent to social and community life and everyday commerce and recreation, and in situations which are not linguistically demanding in own 'vocational' fields.
4	'Vocational' Proficiency	Able to perform very effectively in almost all situations pertinent to social and community life and everyday commerce and recreation, and generally in almost all situations pertinent to own 'vocational' fields.
5	Native-like Proficiency	Proficiency equivalent to that of a native speaker of the same sociocultural variety.

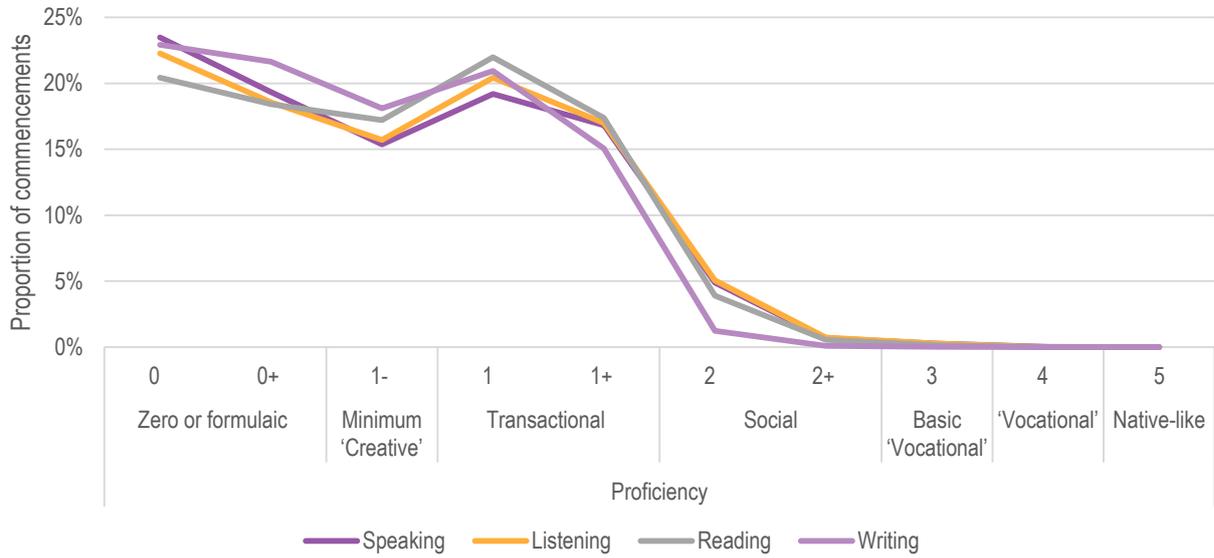
Note: ISLPR levels 3+ and 4+ are not included in the table.

Source: <http://islpr.org/why-use-islpr/summary-of-islpr/>

Figure 18 shows the ISLPR entry assessment scores of clients who have commenced in the AMEP over the last four years. Most clients have a score less than 2 on all four of the ISLPR elements. A score of 2 or higher on all four elements indicates English language social proficiency and means an individual is ineligible for the AMEP.

¹¹ 1.5 per cent of clients do not have an ISPLR entry score entered in the AMEP dataset.

Figure 18 Entry ISLPR entry assessment scores, enrolments 2010-11 to 2013-14

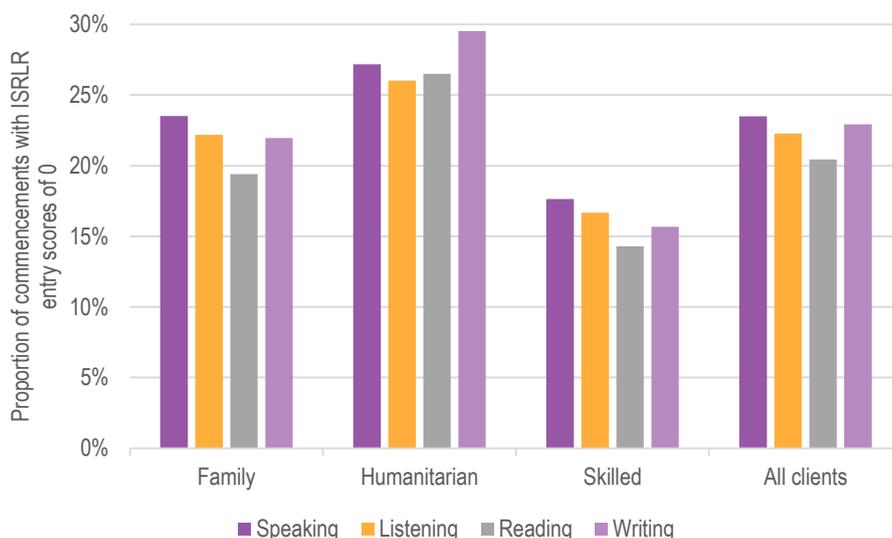


Note: Recording of a client's ISLPR score is mandatory on entry and encouraged at other times.
 Source: AMEP dataset

Consultations emphasised the particular challenges facing low level AMEP clients, and the corresponding challenges of how the AMEP can meet the needs of this group within the legislated up to 510 hours.

Figure 19 sets out the proportion of recent enrolments with the lowest ISLPR score (0), disaggregated by visa stream. Humanitarian visa stream clients are more likely to score 0 on AMEP entry, with clients from the Skilled visa stream the least likely to be assessed at the lowest ISLPR level.

Figure 19 Proportion of enrolments with an ISLPR entry score of 0, by visa stream 2010-11 to 2013-14



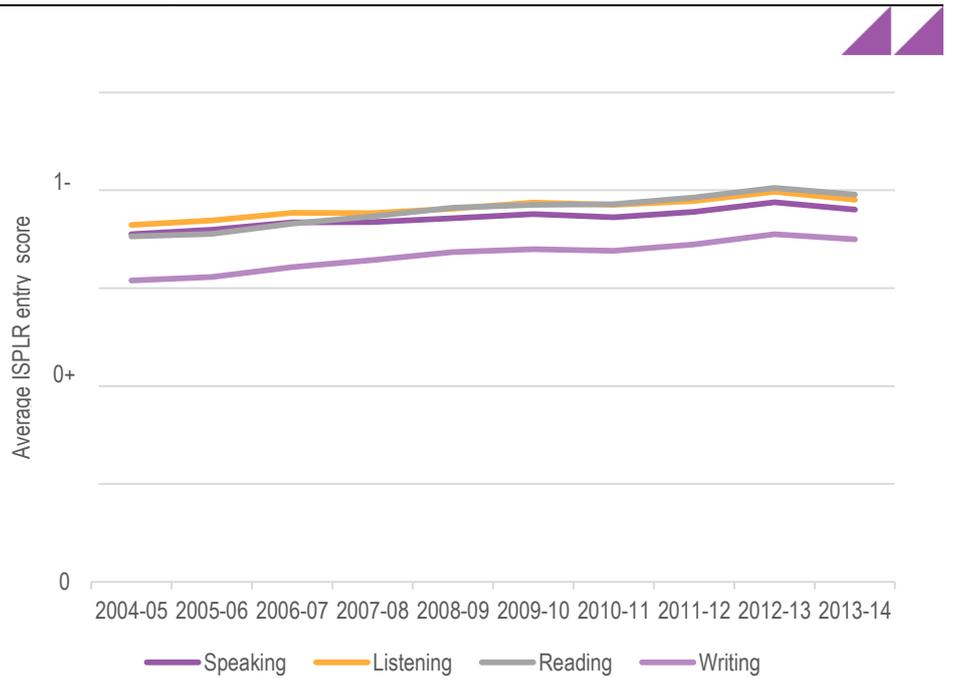
Source: AMEP dataset

Similarly, the proportion of AMEP clients entering the programme with ISLPR scores of 0 or 0+ across all four elements is greater in the Humanitarian visa stream (43 per cent) and the Family stream (35 per cent) than in the Skilled stream (28 per cent). In total, 34 per cent of AMEP clients (2010-11 to 2013-14) are assessed as having zero or formulaic English language skills on all four elements of the ISLPR.

The high proportion of Humanitarian visa stream clients with low level English language skills is one of the reasons SPP is offered to clients from this cohort. As discussed in Section 5.1.1, SPP take up among Humanitarian visa stream clients is high and the sub-programme is seen as meeting a clear need.

Figure 20 sets out how ISLPR entry scores have changed over the last 10 years. There was a slight upward trend in average entry scores on all four ISLPR element from 2004-05 to 2012-13, before a slight dip in 2013-14.

Figure 20 Average AMEP client ISLPR entry score, enrolments

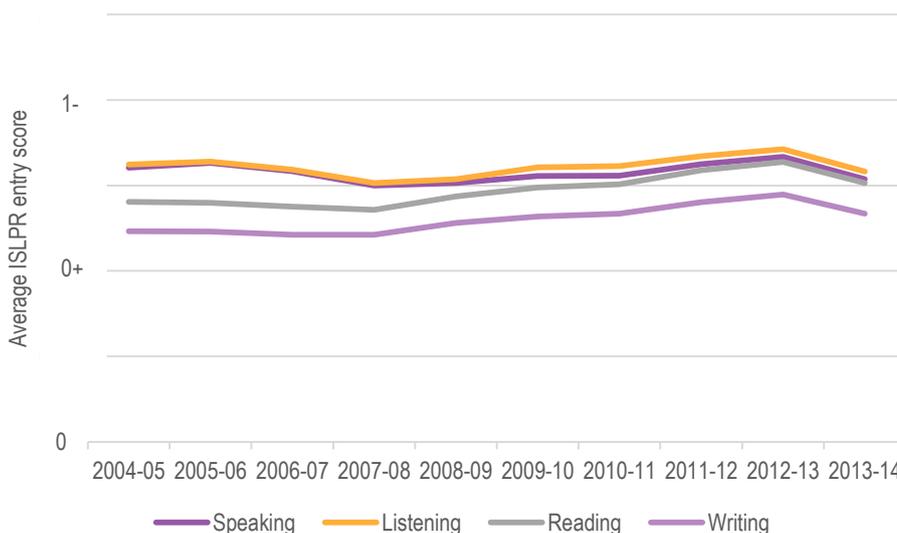


Source: AMEP dataset

This increase in average AMEP client enrolment scores is partly driven by the increased proportion of clients from the Skilled visa migrant stream – clients from this stream have higher average English language proficiency. As the proportion of Skilled visa stream clients has been increasing, the average entry scores of this cohort have also risen.

The average enrolment scores for the other two migrant streams have not exhibited any trend over the past 10 years. For example, Figure 21 shows entry scores for the Humanitarian visa stream cohort. There has not been a consistent entry score trend in this cohort – Speaking and Listening entry ISLPR scores have been relatively stable, while Reading and Writing have trended upwards slightly over the last ten years.

Figure 21 Humanitarian visa stream average AMEP client ISLPR entry score

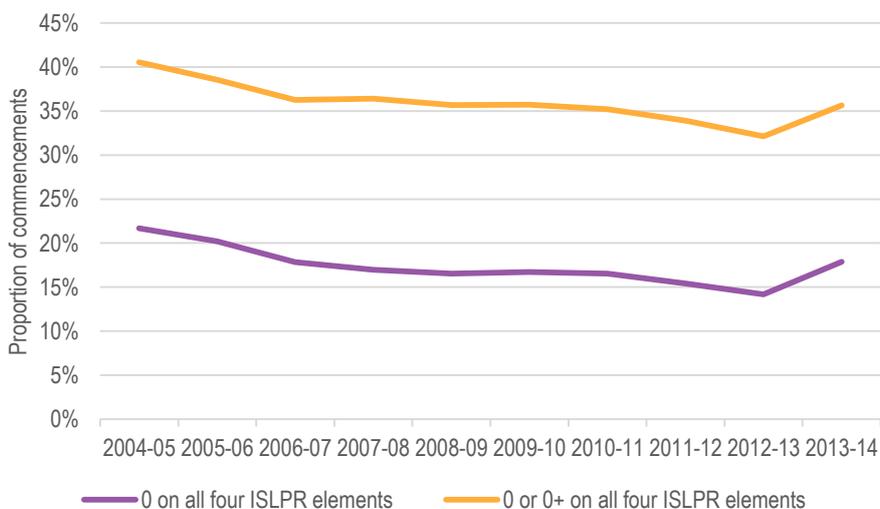


Source: AMEP dataset

In addition to average entry scores increasing, the number of AMEP clients entering the programme with very low ISLPR scores fallen over the last 10 years.

Figure 22 sets out the proportion of clients entering the programme with 0 on all four ISLPR elements, and the proportion with 0 or 0+ on all elements. Both groups fell as a share of all AMEP clients between 2004-05 and 2012-13, before rising in 2013-14. Again, this appears to be in part driven by the increased proportion of AMEP clients from the Skilled visa stream who have higher English language skills.

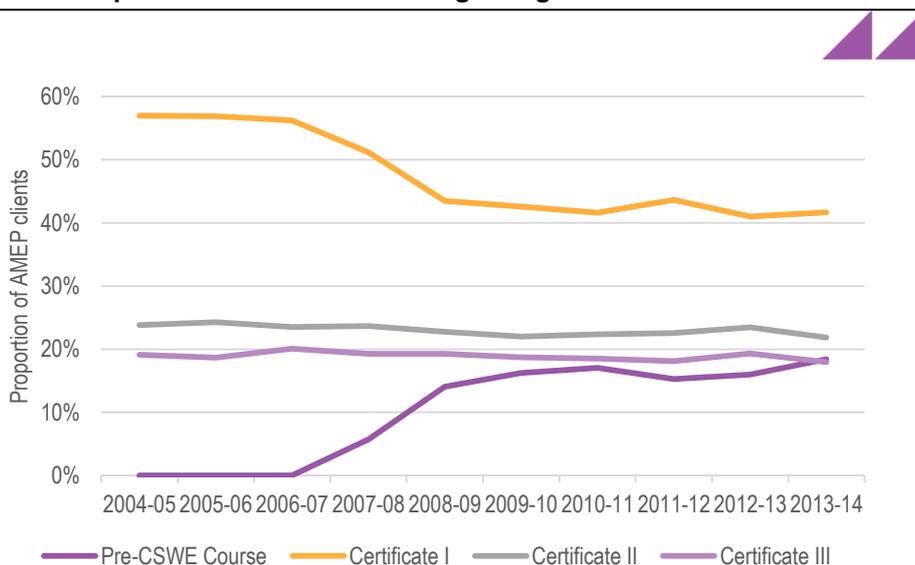
Figure 22 Proportion of enrolments with an ISLPR entry score of 0 or 0/0+ on all ISLPR elements



Source: AMEP dataset

Figure 23 shows the proportion of clients beginning the AMEP at each Certificate level. It highlights the introduction of the Pre-CSWE Course, which now accounts for almost 20 per cent of AMEP clients on enrolment. There has been little change in the proportion of clients beginning AMEP in Certificate II and III, apart from a slight fall in 2013-14 as the Pre-CSWE Course increased its share.

Figure 23 Proportion of AMEP clients beginning at each Certificate level



Source: AMEP dataset

Taking the above ISLPR charts in totality, the data show that from 2004-05 to 2012-13 there was a steady increase in the English language skill level of clients entering the AMEP. This improvement occurred in both average entry assessment scores, and with a reduction in the proportion of clients assessed at the lowest ISLPR levels.

An increase in the proportion of Skilled visa stream clients and a fall in the share of Humanitarian visa stream clients has likely contributed to the increase in average AMEP client entry scores over time. Entry scores of Skilled visa stream clients have also been increasing, compounding the impact of the growth in clients from this visa stream.

There have been changes in the country of origin of AMEP clients which may also be contributing to the increase in the English language skill level of clients. For example, there has been strong growth in the share of clients from India (rising from 2 per cent in 2004-05 to 7 per cent in 2013-14) who on average have high entry scores, and a reduction in clients from Sudan (11 per cent to 1 per cent) who do not.

Finally, across the three largest countries of origin of AMEP clients — China, Vietnam and India, which account for 38 per cent of clients commencing in 2013-14 — there has been a steady increase in average scores, potentially due to increased English language tuition in the school and university systems of these countries.

In 2013-14 this increase appears to have reversed with a decrease in average entry scores and increase in the proportion of clients with very low level English language skills. At this stage it is too early to tell what the cause of this reversal is, and whether it will continue.

These changes in entry English language skill level of clients demonstrate the potential impact that migration policy can have on the AMEP, and the importance of flexibility in the AMEP to allow AMEP service providers to adapt to changes in client characteristics.

In addition to pre-existing English language aptitude, AMEP client literacy in their first language can have a significant impact on the speed at which clients are able to learn. This element is not captured in the data.

Consultations for this evaluation emphasised the additional challenges AMEP clients with no literacy in their first language and limited or no schooling faced in learning English. In addition to learning the English language as part of the AMEP, such clients must also learn how to learn and develop literacy skills which are not necessarily English specific.

Key Finding 7

In total, 34 per cent of AMEP clients (2010-11 to 2013-14) are assessed as having zero or formulaic English language skills on all four elements of the ISLPR.

Consultations indicate that some AMEP clients lack literacy in their first language and have limited formal education experience. These clients face unique challenges in developing English skills.

2004-05 to 2012-13 saw an increase in the English language skills of clients entering the AMEP. This change in the composition of the AMEP cohort is likely due to an increase in the proportion of Skilled visa stream clients and in changes in the country of origin of AMEP clients. The increase in cohort entry English language aptitude reversed in 2013-14.

Changes in client characteristics as a result of changes in migration policy emphasise the importance of flexibility in AMEP service delivery.



5 The effectiveness of the AMEP

This chapter examines the effectiveness of the AMEP. It begins by analysing the AMEP sub-programme before looking at completion rates of the AMEP. The chapter then examines the language, settlement and employment outcomes of the programme.

5.1 AMEP sub-programmes

As noted in Chapter 2, the AMEP has a number of sub-programmes. This section examines the take up and effectiveness of the:

- Special Preparatory Programme (SPP)
- Settlement Language Pathways to Employment/Training Programme (SLPET)
- Home Tutoring Scheme (HTS)
- Distance learning
- AMEP Counselling Service
- Childcare.

5.1.1 The Special Preparatory Programme (SPP)

The SPP provides additional training hours for eligible Humanitarian visa stream AMEP clients — up to 400 additional tuition hours for clients under 25 with seven years or less of schooling, and up to 100 hours for those aged 25 years and over with difficult pre-migration experiences such as torture and trauma.¹²

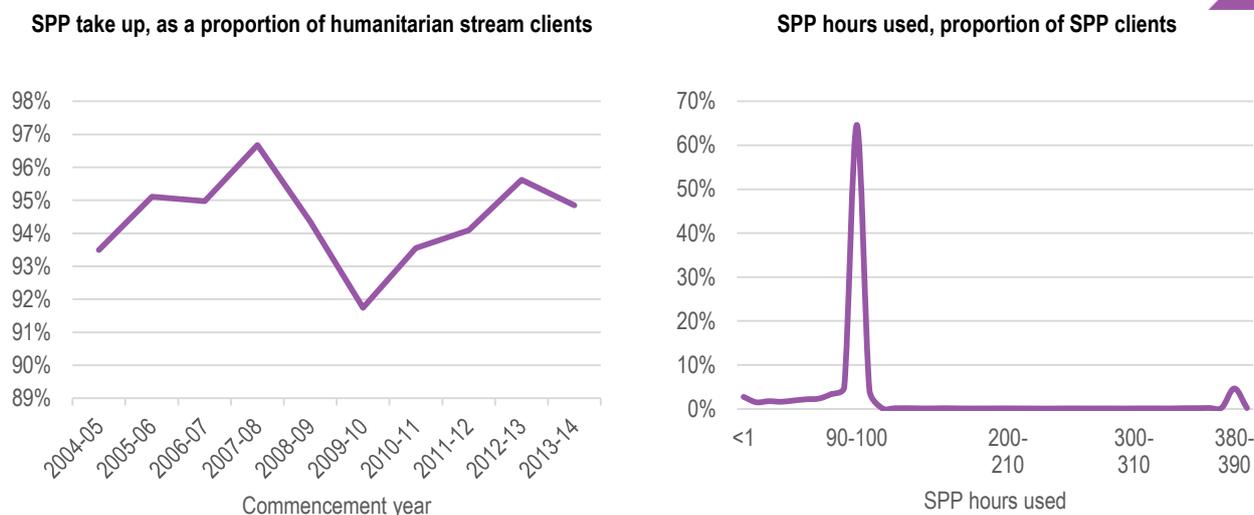
Figure 24 shows SPP take up by Humanitarian visa stream clients. Take up rose from 2004-05 to 2007-08 before falling with the introduction of the new AMEP business model which required AMEP service providers to meet stricter rules for SPP service provision.¹³ SPP take up has increased since 2009-10 and currently sits at around 95 per cent of Humanitarian visa stream clients.

Figure 24 also shows SPP hours completed by those clients estimated to have been granted up to 100 hours of tuition. It shows that most of these SPP clients complete 100 hours of SPP. For clients estimated to have been granted up to 400 additional tuition hours, around 60 per cent complete 400 hours of SPP.

¹² For example, an AMEP client under the age of 25 with more than seven years of schooling may be eligible for 100 SPP hours.

¹³ Under the new business model, service providers are paid the SPP hourly rate for SPP AMEP clients when clients participate in small SPP classes of up to twelve students. Payment for SPP AMEP Clients participating in larger classes are at the standard rate.

Figure 24 SPP take up and hours used



Note: Chart on the right is for AMEP clients commenced between 2004-05 and 2011-12.

Source: AMEP dataset

As discussed in Section 4.3, Humanitarian visa stream clients have lower average English language proficiency on entry into the AMEP than other visa categories. Consultations emphasised that many Humanitarian visa stream clients have also experienced trauma, which can impact on their ability to learn, and that SPP is highly valued and is seen as providing additional and well-structured training to a high needs client group. The new business model arrangements whereby small class sizes are mandated for SPP clients has been accepted by AMEP service providers and, overall, the SPP aligns with good practice in programme delivery for this cohort as identified in Section 3.4.

Key Finding 8

The additional support provided by SPP to high-needs client group is seen by stakeholders as effective and aligns with good practice in programme delivery for this cohort.

There is strong take up of SPP among the target group of Humanitarian visa stream clients and a high proportion of AMEP SPP clients complete their maximum allocation of SPP hours.

5.1.2 Settlement Language Pathways to Employment/Training (SLPET) programme

SLPET provides an additional 200 hour course to eligible AMEP clients focusing on learning English while gaining familiarity with Australian workplace language, culture and staff practices. Clients are eligible for SLPET if they have completed 75 per cent of their AMEP entitlement or are close to attaining functional English, and meet other criteria as set out in Section 2.2.2.

SLPET, through its predecessors the Employment Pathways Programme (EPP) and the Traineeships in English and Workplace Readiness (TEWR), was introduced in 2008-09.

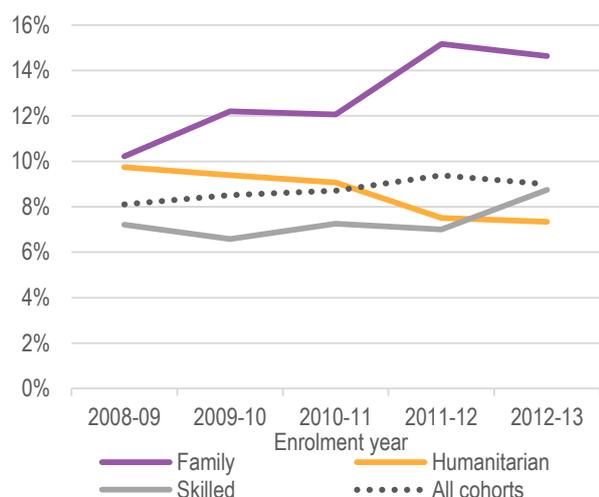
Figure 25 shows the take up of SLPET between 2008-09 and 2012-2013, disaggregated by visa stream. Overall take up has risen since the sub-programme’s inception and in 2011-12

9 per cent of AMEP clients undertook SLPET hours. SLPET take up is highest in the Family visa stream.

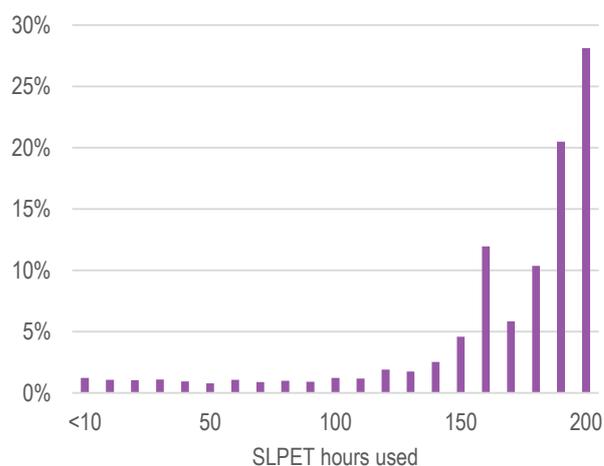
Figure 25 also sets out the number of hours used by each SLPET client commencing between 2008-09 and 2012-2013. It shows that 81 per cent of SLPET clients use more than 150 SLPET hours (or three-quarters of their SLPET entitlement).

Figure 25 SLPET take up and average hours

SLPET take up, as a proportion of clients by each visa stream



SLPET hours used, proportion of SLPET clients



Note: Data for is for 2008-09 to 2012-13 enrolments. Data for 2013-14 enrolments not included as most clients commencing in that year are unlikely to eligible yet.

Source: AMEP dataset

Consultations indicated that clients value the SLPET; it is clearly contributing to meeting the needs of clients who would like work experience and learning English skills in a more applied setting.

AMEP service providers see the SLPET as contributing to the employment objectives of the AMEP. The flexibility of the SLPET allows AMEP service providers to tailor the SLPET tuition and work experience to the needs of clients and local labour market conditions.

Consultations also indicated that clients who participate in the SLPET are more likely to achieve good employment outcomes, although it is difficult to isolate the impact of SLPET on these outcomes as SLPET participants have on average high English language skills.

One of the reasons for SLPET's popularity among clients is that it offers participants 200 additional hours (or 40 per cent) on top of their up to 510 hour entitlement. This is attractive to clients who feel that 510 hours is not enough for them to reach their English language goals.

Some clients consulted as part of the evaluation had not undertaken the SLPET but expressed a desire to participate in the sub-programme. Barriers included a lack of English language skills and the fact that some provider locations do not offer the SLPET. Some stakeholders suggested the SLPET be more widely offered in order to increase client take up of the sub-programme.

Key Finding 9

SLPET is seen as performing an important role contributing to the employment objectives of the AMEP. The sub-programme is highly valued by clients, as indicated by consultations for this evaluation, and has a high estimated completion rate based on clients' SLPET hours completed.

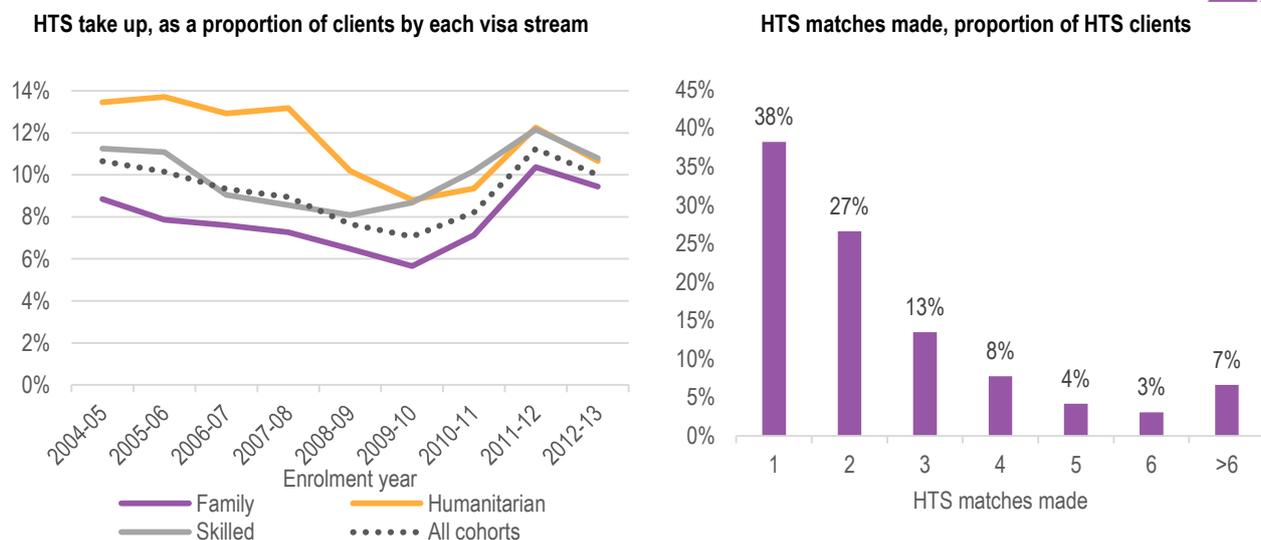
5.1.3 Home Tutor Scheme (HTS)

The HTS provides one-to-one tutoring delivered by a volunteer in the client's home or another suitable venue for a minimum of one hour per week. AMEP service providers arrange the tutoring and provide training and professional development to the volunteer tutors.

HTS take up fell over 2004-05 – 2008-09 before returning to around 10 per cent of all clients in 2012-13 (Figure 26). The causes of this trend are not clear from either the AMEP data or from consultations carried out for this evaluation.

While Humanitarian visa stream clients previously had a noticeably higher take up rate of the sub-programme than other cohorts, recently there has been less of a difference in the take up rates of the visa streams. The majority of HTS clients undertake one or two HTS matches (a match is the allocation of a home tutor to a client).

Figure 26 HTS take up and activity



Note: Data for assignments undertaken is for 2010-11 to 2012-13 enrolments.
Source: AMEP dataset

Consultations indicated that the HTS is valuable for clients, particularly those with family responsibilities. A number of AMEP service providers indicated that they struggle to source volunteers for the HTS leading to the under-provision of the HTS for some clients.

Key Finding 10

Around 10 per cent of clients participate in the HTS. Of HTS participants, the majority undertake one or two HTS matches.

The HTS is seen as a valuable adjunct to AMEP classroom tuition by stakeholders, although there is concern that the difficulty with sourcing volunteers in some locations is limiting the sub-programme's availability.

5.1.4 Distance learning

Distance learning comprises two components:

- teacher-assisted online distance learning
- teacher-assisted traditional distance learning (which may include audio, CD and hard copy materials).

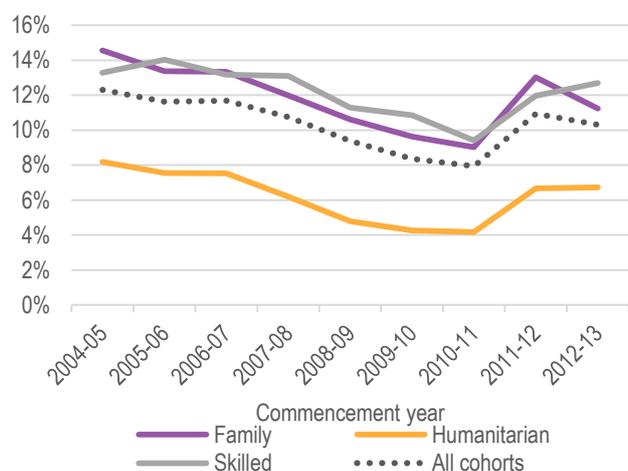
Distance learning is provided by the AMEP Flexible Learning Network (AFLN), a consortium of AMES Victoria as the lead agent, Navitas English and Charles Darwin University. The AFLN notes that it caters for a 'diverse range of clients' including:

- 'clients who are working and wish to continue to learn English
- clients with home and family responsibilities
- clients who are isolated or in remote geographic locations' (AFLN submission).

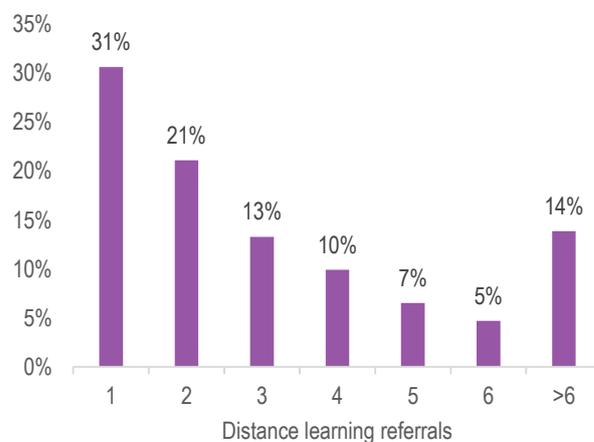
Around 10 per cent of AMEP clients participate in distance learning. Take up is much lower among Humanitarian visa stream clients, relative to the other visa streams. Half of distance learning clients are referred one or two times, but almost 20 per cent are referred more than six times indicating that for some clients, distance learning is their primary or only form of AMEP tuition.

Figure 27 Distance learning take up and activity

Distance learning take up, as a proportion of clients by each visa stream



Distance learning referrals, proportion of distance learning clients



Note: Data for assignments undertaken is for 2011-12 to 2013-14 enrolments.
Source: AMEP dataset

Consultations indicated that distance learning is being employed in regional and remote areas where no other training option is available and is being used effectively in many cases. Some stakeholders suggested that distance learning is only beneficial to those who have the capacity to learn independently.

Low take up from Humanitarian visa stream clients is likely to be due to their under-representation in regional and remote areas, and their on average lower English language skills.

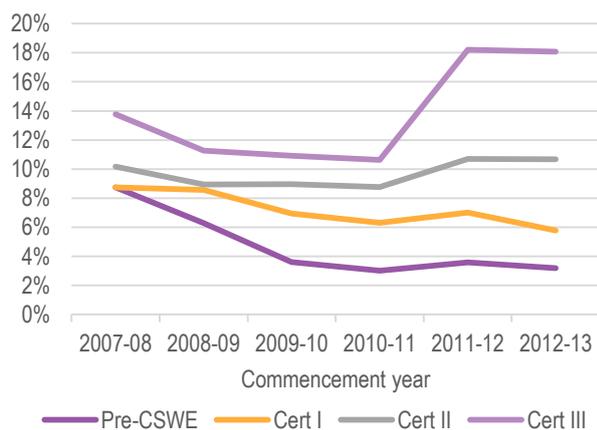
Figure 27 sets out distance learning take up by CSWE level. It shows that take up is highest at the Certificate III and Certificate II level and lowest at Certificate I and pre-CSWE level. It is not clear whether clients' preferences or provider behaviour is driving this difference. It may be that clients at lower CSWE levels are more comfortable learning in the classroom, or that AMEP service providers are not offering distance learning to these clients because they believe such tuition is not suited to this cohort.

Figure 27 shows ISLPR level improvement of Pre-CSWE and Certificate I clients, disaggregated by clients involved in distance learning. It shows that the Pre-CSWE and Certificate I clients who participate in distance learning see greater ISLPR improvements relative to clients who do not participate in distance learning.

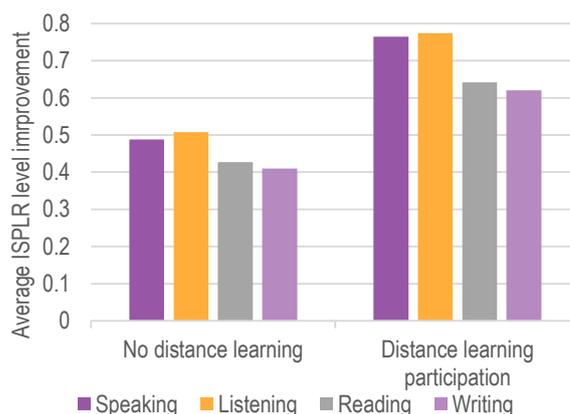
This may be seen as evidence that distance learning is suitable, and even leads to better outcomes, for low CSWE level clients. Conversely, these results may also be attributable to selection bias — that is, the clients who participate in distance learning are more dedicated and have more studying experience than clients who are not offered distance learning or do not opt for distance learning.

Figure 28 Distance learning take up and outcomes by Certificate level

Distance learning take up, as a proportion of clients by CSWE level



ISLPR level improvement of Pre-CSWE and Certificate I clients, disaggregated by involved in distance learning



Note: Take up by CSWE level shown for post 2007-08 enrolments due to low pre-CSWE numbers prior to this year. ISLPR level improvement shown for clients commencing in 2004-05 to 2011-12 who have completed more than 500 hours, disaggregated by Source: AMEP dataset

In 2013 and 2014, a trial of a virtual classroom was conducted for the Australian Government by AFLN. The Virtual Classroom allowed clients and teachers to see, listen and converse with each other and work collaboratively, over the internet.

The trial found that the Virtual Classroom was beneficial and effective for some AMEP clients – clients with intermediate levels of English and confident IT skills were better equipped to maximise the benefits of the Virtual Classroom than those with lower level language and digital literacy skills.

– ALFN Submission

The trial demonstrated the potential of improved technology to address some of the perceived weaknesses of distance learning, such as reduced opportunity for socialisation – with the Virtual Classroom clients able to interact and learn together.

Key Finding 11

Take up of distance learning is around 10 per cent, although considerably lower for Humanitarian visa stream clients. Almost 20 per cent of distance learning clients are referred to distance learning more than six times indicating that for some clients, distance learning is their primary or only form of AMEP tuition.

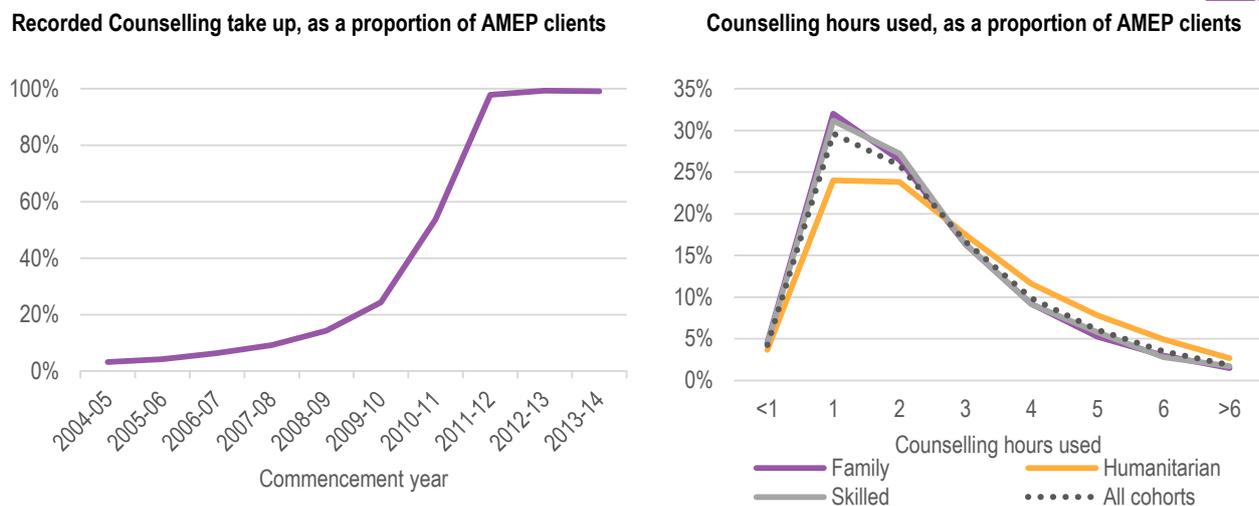
5.1.5 The AMEP Counselling Service

The AMEP Counselling Service provides up to six hours of training and employment pathway counselling to each AMEP client. The AMEP Counsellor and client complete an Individual Pathway Guide (IPG) which records the client's English language proficiency, goals, progress, achievements, and outcomes.

Under the new business model, AMEP Counsellors conduct an entry interview with each new AMEP client at enrolment. As set out in Figure 29, this has meant that almost all AMEP clients commencing since the enrolment of the new business model in 2011-12 have received Counselling services, as a result of the mandatory requirement for all new AMEP clients to attend an entry interview.

The second chart in Figure 29 shows the number of Counselling hours used by AMEP clients commencing in 2011-12 to 2012-13. Most clients receive 1-2 hours of Counselling, with Humanitarian visa stream clients more likely to use more Counselling hours than other AMEP clients. Of clients commencing in 2011-12 and 2012-13, 5 per cent have used their full allocation of six hours.

Figure 29 **Counselling Service take up and hours used**



Note: Data for hours of counselling used is for 2011-12 and 2012-13 enrolments. As set out in Figure 31, 76 per cent of AMEP clients do not participate in the AMEP for more than 2 years meaning around three quarters of the AMEP clients who commenced in 2011-12 or 2012-13 are likely to have exited the AMEP.

Source: AMEP dataset

The new business model’s approach of providing counselling to all clients is well accepted by AMEP service providers. The AMEP Counselling Service appears to be meeting its goal of improving client skills in navigating their way through the AMEP and the educational, training and employment options available post-AMEP. Access to career counselling in this way aligns with good practice as identified in Section 3.3.

The name of the service, ‘Counselling’, is seen as misleading by a number of stakeholders as the service focuses on educational pathways advice and Counsellors with the requisite skillsets for this focus. A few stakeholders expressed concern that a limited number of Counsellors were providing mental health and other counselling for which they did not have the requisite skillset.

Key Finding 12

The AMEP Counselling Service is now being used by all clients due to the introduction of entry interviews with Counsellors. Only a small proportion of clients have used their full allocation of six Counselling Service hours, although the service was only introduced in 2011.

While Counselling is seen as meeting its goals, there is concern among some stakeholders that the Counselling Service is misnamed, which may be causing confusion around the Service’s objectives.

5.1.6 AMEP childcare

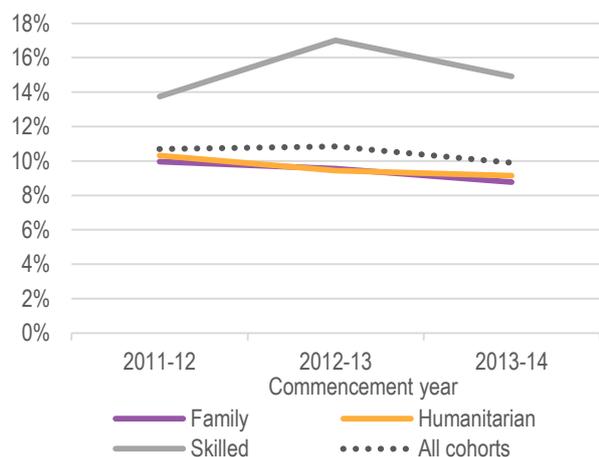
Under the AMEP, providers must arrange childcare for AMEP clients with under school-aged children or children waiting to begin school. The childcare is provided at no cost to AMEP clients. For clients commencing in 2011-12 to 2013-14, approximately 10 per cent used AMEP childcare (Figure 30).

Take up was higher among the Skilled migrant stream cohort, perhaps reflecting the higher proportion of women in the Skilled stream and the fact that Skilled stream visa clients are

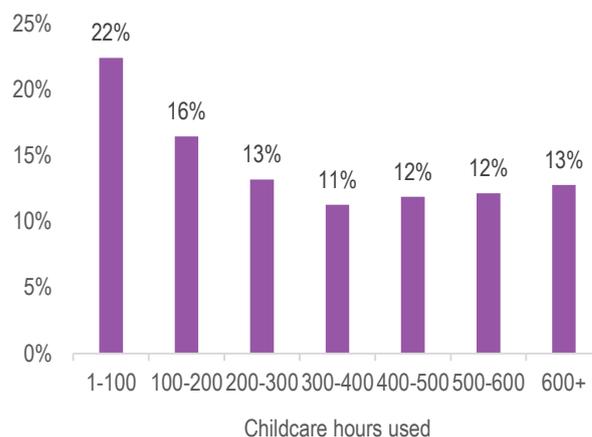
likely to comprise young families accompanying a primary applicant who is working. Almost 50 per cent of clients who used childcare use more than 300 hours.

Figure 30 Childcare take up and hours used

Childcare take up, as a proportion of clients by each visa stream



Childcare hours used, proportion of clients using childcare



Note: Take up data is for clients commencing in 2011-12 to 2013-14. Hours used data is for clients commencing in 2011-12 to 2012-13. Data on childcare prior to 2011-12 is unreliable as it is likely many providers were not entering childcare data into ARMS, perhaps because there was no separate contract fee for childcare under the previous business model; the classroom tuition fee covered childcare.

Source: AMEP dataset

On enrolling in the AMEP, 12-13 per cent of clients report requiring childcare. Of these clients 83-86 per cent take-up childcare (Table 8). This could indicate that some of these clients do not end up needing childcare, that some clients are not comfortable with formal childcare due to a lack of familiarity with the practice or that some are not having their childcare needs adequately met.

Table 8 Childcare reported demand and take-up

Enrolment year	Report not requiring childcare	Report requiring childcare		Take-up by clients reporting requiring childcare
		Have used child care hours	Have not used any childcare hours	
2011-12	88%	10%	2%	86%
2012-13	87%	11%	2%	86%
2013-14	88%	10%	2%	83%

Source: AMEP dataset

Consultations indicated that childcare is central to facilitating AMEP class attendance for eligible clients. Without free childcare it appears many clients with young children would be unable to attend AMEP.

While childcare is highly valued by relevant clients and providers, some AMEP service providers expressed concern that they bore the costs of childcare in the case where the client did not attend class and use the childcare place, and that in many instances they had little control over the reasons for non-attendance. In addition, some AMEP service providers noted that the cost of maintaining a capacity for on-campus occasional care is significant, equivalent to the full cost of maintaining an equivalent number of full-time long-day care places.

Key Finding 13

AMEP Childcare is used by 10 per cent of AMEP clients, with clients from the Skilled stream most likely to use childcare. Without free childcare it appears many clients with young children would be unable to attend the AMEP.



5.2 Training outcomes

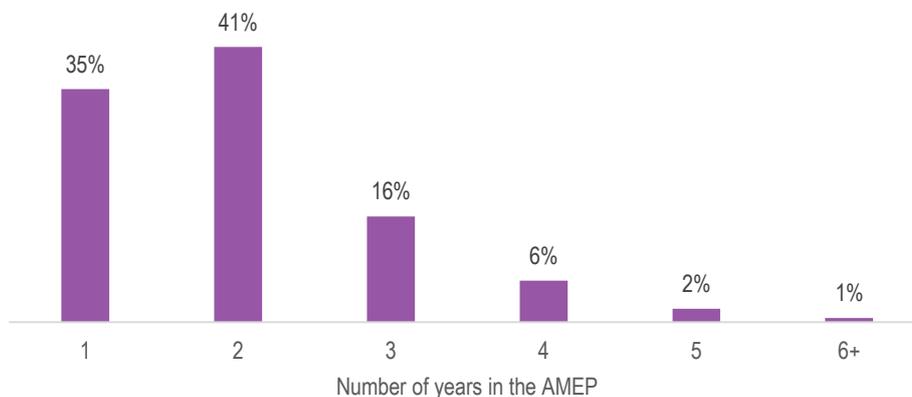
This section examines the training outcomes achieved under the AMEP, including programme completion and qualification and training attainment.

5.2.1 Retention and completion rates

Completion rates of training programmes such as the AMEP are important as they can be an indicator of the value clients place on the training. A higher rate of completion will also likely increase the impacts the AMEP has on clients.

As there are limited data in the AMEP dataset on programme completions¹⁴, completion rates are estimated using hours completed. It is important to note the distribution of the number of years AMEP clients spend participating in the programme. Based on enrolments between 2004-05 and 2011-12¹⁵, an estimated 76 per cent of clients participate for one or two years in the AMEP (not necessarily continuously).¹⁶ Only an estimated 9 per cent of clients participate in the AMEP for four years or more (Figure 31).

Figure 31 Number of years AMEP clients spend in the programme



Note: AMEP clients commencing between 2004-05 and 2011-12.

Source: AMEP dataset

As the vast majority of clients do not appear to participate for more than three years in the AMEP, the following analysis of hours spent in the programme is restricted to enrolments

¹⁴ While there are exit date, exit outcome and exit reason variables in the AMEP dataset, only 8.5 per cent of AMEP clients over the last 10 years had exit information recorded, indicating that these variables are not regularly recorded for AMEP clients.

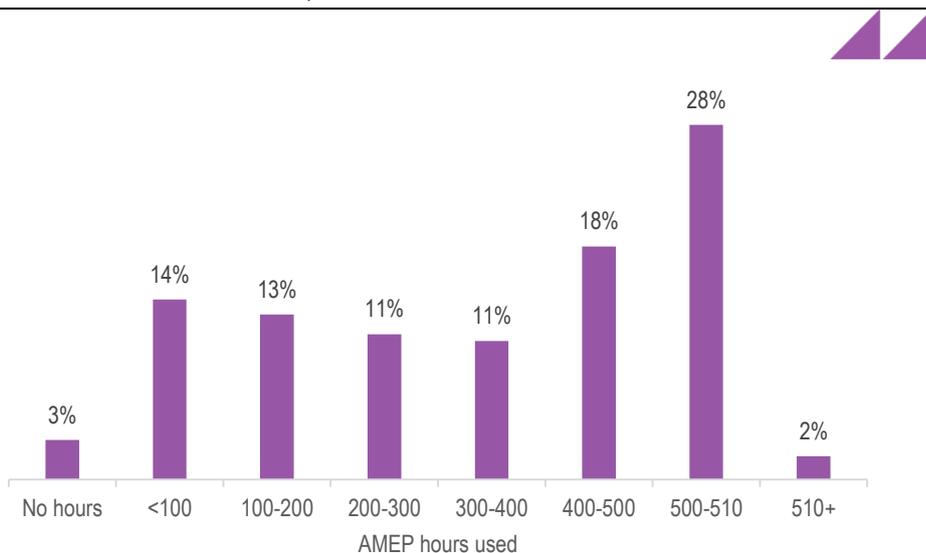
¹⁵ Using a cut off enrolment date of prior to 2011-12 slightly increases the estimated proportion of clients spending more than 3 years in the programme.

¹⁶ Full time participation in the AMEP (15 formal tuition hours a week) means a client will complete 510 hours in 34 weeks.

from 2004-05 to 2011-12. It allows the tracking of 2011-12 (and all earlier) enrolments to 2013-14, by which time the majority are estimated to have ceased attending AMEP.

Figure 32 shows the number of hours used by clients commencing in 2004-05 to 2011-12. Around 30 per cent of clients have completed 500 hours or more, and could be considered to have completed or very nearly completed their AMEP entitlement. The average number of hours completed is 330.

Figure 32 **AMEP hours used, enrolments 2004-05 to 2011-12**

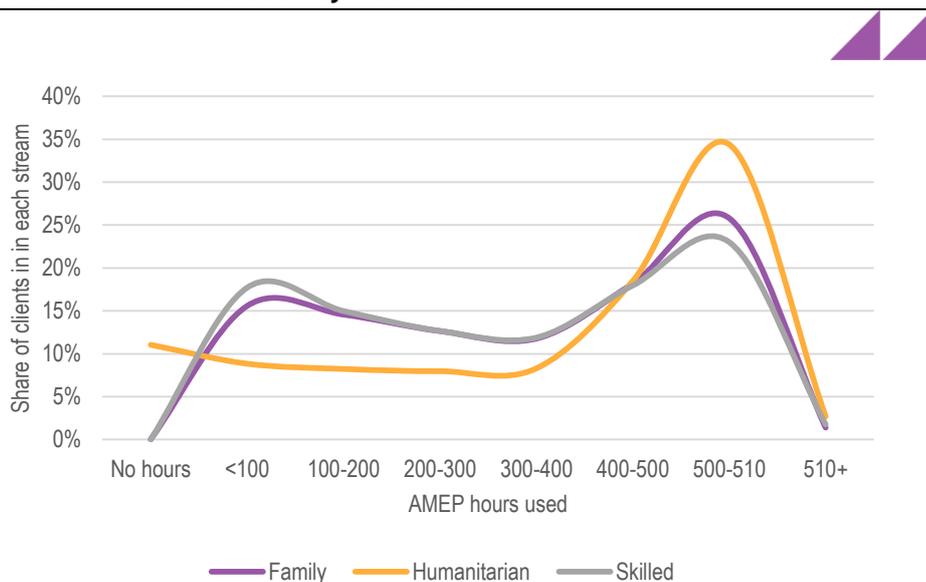


Note: AMEP clients commencing between 2004-05 and 2011-12.

Source: AMEP dataset

Humanitarian visa stream clients (37 per cent) have a higher completion rate than Family (27 per cent) and Skilled stream clients (25 per cent) (Figure 33).

Figure 33 **AMEP hours used by visa stream**



Note: AMEP clients commencing between 2004-05 and 2011-12.

Source: AMEP dataset

Consultations indicated a number of potential reasons for the distribution of hours seen above:

- Some clients enrol with the AMEP and decide the training is not suitable for them – 15-20 per cent of Family and Skilled visa stream clients undertake less than 100 hours in the AMEP.
- Some clients leave the AMEP prior to using their entitlement of up to 510 hours when they feel they have met their English language goals.
- Some clients leave the AMEP when they gain employment.
- Some clients leave the AMEP to pursue other training (including the SEE programme – the requirement that AMEP clients complete 460 hours of AMEP before accessing the SEE programme no longer applies under the new business model).
- Humanitarian clients are more likely to have greater English language needs (as discussed in Chapter 4), and therefore will use their entitlement of up to 510 hours.

As this list makes clear, exit from the programme before completing 510 hours is not necessarily an issue for the AMEP – the programme is voluntary and clients often decide that they have achieved their settlement objectives, including employment or English language training, prior to the 510 hour mark.

Notwithstanding this, stakeholders reported that some clients are leaving the programme too soon, jeopardising their medium to long term settlement. For example, there was a concern that some clients are leaving the AMEP for entry-level employment which, due to low English language skills, may be insecure or may not support their longer term progression, as a result of inadequate language skills limiting their career potential. If such clients completed 510 AMEP hours, they would have a greater chance to attain sustainable employment and, in the medium and long term, of progressing to higher skill jobs.

Other clients appear not to be completing their entitlement due to personal or health issues, or due to unsuitability of the primarily classroom-based tuition of the AMEP. Inflexible training hours also appear to be an issue in a limited number of locations. Some AMEP service providers are addressing this latter issue through the provision of training hours which meet the needs of employed clients or clients with family obligations.

Issues in relation to clients not completing 510 hours and how the AMEP may better meet the needs of clients are further discussed in Section 7.1.5.

Key Finding 14

An estimated 30 per cent of clients have completed 500 hours or more, and could be considered to have completed or very nearly completed their AMEP entitlement. The average number of hours completed is 330.

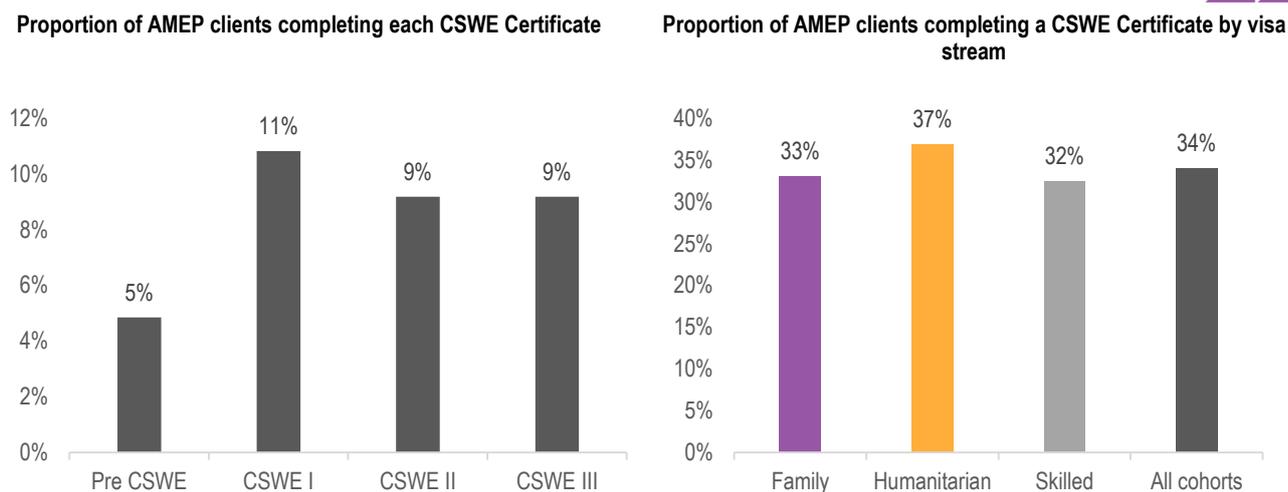
There are many valid reasons for clients not completing their allocated hours, including leaving the programme for employment or because clients consider their English language goals are met. At the same, it is likely that some clients are leaving AMEP too early, restricting their medium to long term settlement.

5.2.2 Qualification and other training attainment

Another important measure of the outputs of the AMEP is qualification and other training attainment. Each qualification, module and learning outcome achieved through the AMEP indicates English language skills attainment.

Figure 34 shows that 34 per cent of AMEP clients complete a CSWE Certificate or the pre-CSWE course. Certificate I is the most common qualification gained through the AMEP. Just as Humanitarian visa stream clients are more likely to complete 510 AMEP hours, they are also more likely to gain a qualification under the AMEP.

Figure 34 Proportion of clients completing each CSWE Certificate and proportion completing any CSWE Certificate by visa stream



Note: Clients commencing in 2004-05 to 2011-12.

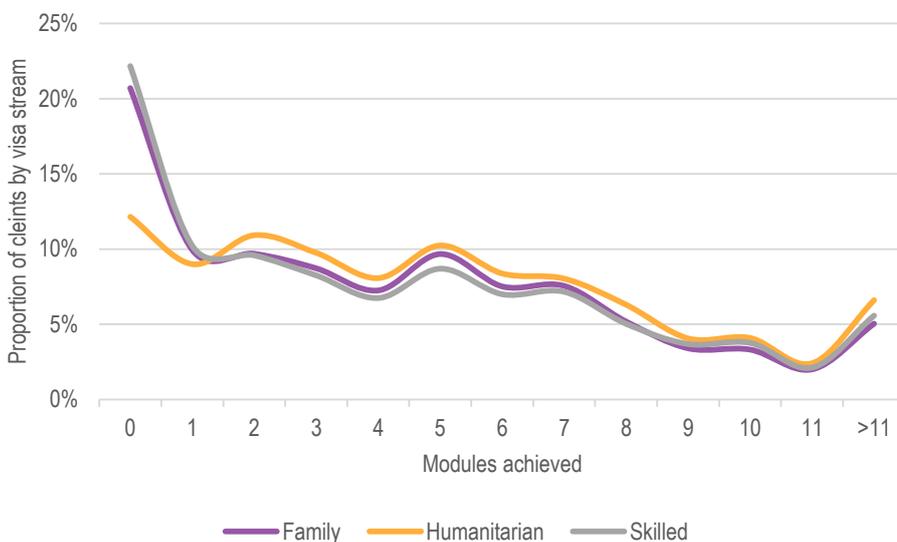
Source: AMEP dataset

A large proportion of AMEP participants — 66 per cent — do not complete a Certificate. However, evidence of attainment can also be measured according to the completion of modules that make up a full Certificate. For example, the successful completion of the CSWE Certificate I or Certificate II or the pre-CSWE course requires completion of seven modules; in the Certificate III it is nine modules. While some clients may not achieve a Certificate in their time participating in the AMEP, the achievement of modules indicates clients improving their level of English language proficiency.

Figure 35 shows the number of modules achieved by AMEP clients commencing in 2004-05 to 2011-12 who have received one or more hours of training. The average number of modules achieved is 4.5.

As the figure shows, a relatively large proportion of clients (over 20 per cent) from the Family and Skilled stream commence the AMEP but do not complete any modules. This does not include clients who are participating in the AMEP through the HTS – the HTS itself does not have outcomes which are recorded.

Figure 35 Modules achieved by AMEP clients



Note: Clients commencing in 2004-05 to 2011-12 who have received one or more hours of training.
 Source: AMEP dataset

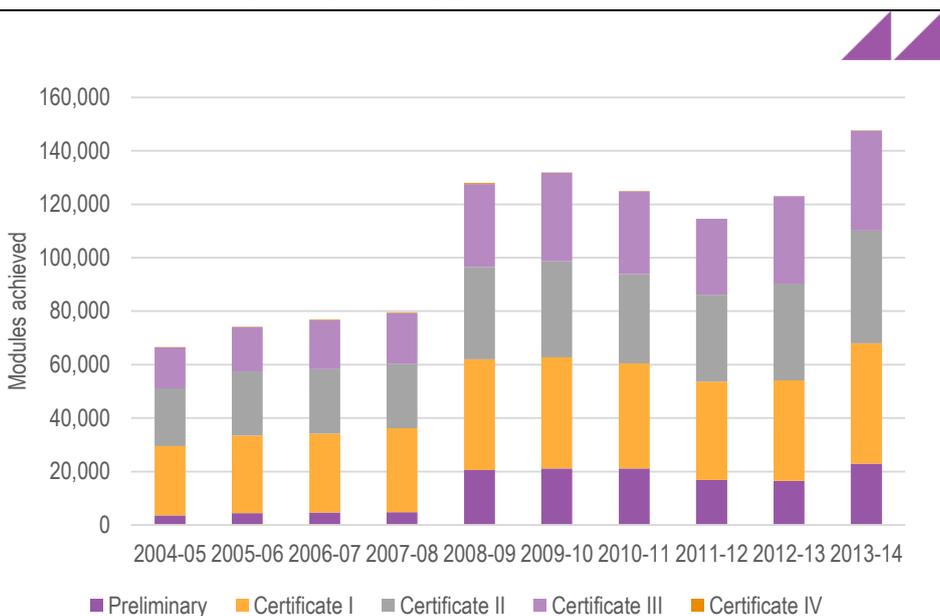
Key Finding 15

Around a third of AMEP clients complete a CSWE Certificate or the pre-CSWE course through the AMEP. On average AMEP clients achieve 4.5 modules.

Figure 36 shows the total number of modules achieved in the AMEP over the last ten years, disaggregated by Certificate level. CSWE was re-accredited in 2008, ‘resulting in significant changes to curriculum, learning outcomes and core modules at each CSWE level’ (Department of Immigration and Citizenship, 2008). This may have contributed to the significant increase in the number of modules being completed in 2008-09 (up 61 per cent in one year).

The number of modules achieved fell from 2009-10 to 2011-12 before growing strongly in 2013-14. CSWE was re-accredited again in 2013, making it difficult to determine whether the increase in modules achieved in 2013-14 is due to curriculum changes or the introduction of the new business model, under which AMEP service providers are now paid on actual hours.

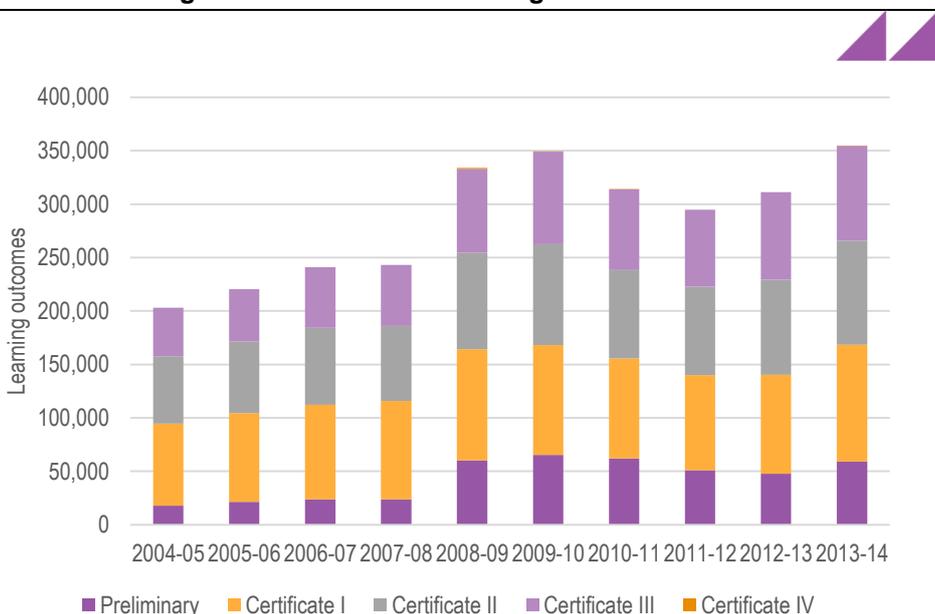
Figure 36 **Modules achieved in the AMEP**



Source: AMEP dataset

Within each CSWE module there are two or three learning outcomes which must be achieved to complete the module. Figure 37 sets out the total number of learning outcomes achieved in the AMEP over the last ten years, disaggregated by Certificate level.

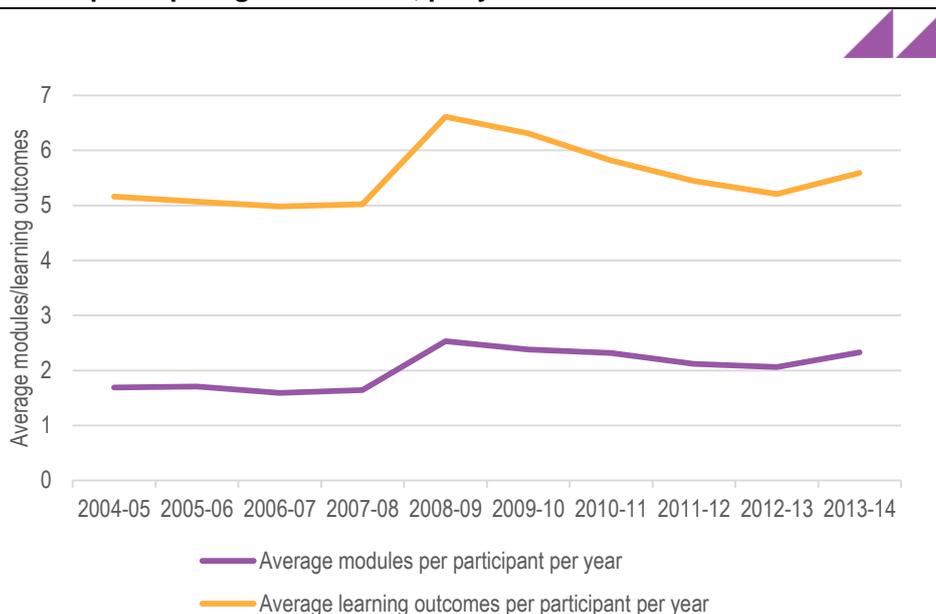
Figure 37 **Learning outcomes achieved through the AMEP**



Source: AMEP dataset

Figure 38 sets out the average modules and learning outcomes achieved per participating AMEP client per year. Possibly due to changes to the CSWE training package, there was an increase in both measures in 2008-09, and another uptick in 2013-14. In 2013-14, 2.3 modules and 5.6 learning outcomes per participant were achieved through the AMEP.

Figure 38 **Average modules and learning outcomes achieved per participating AMEP client, per year**



Source: AMEP dataset

Key Finding 16

In 2013-14, an average of 2.3 modules and 5.6 learning outcomes per participant were achieved through the AMEP.

It is possible that changes to the CSWE training package in 2008 led to a significant increase in the number of modules being achieved through the AMEP. Since that time there has been a downward trend in the number of modules and learning outcomes achieved per participating client per year until 2013-14, at which time the trend reversed, potentially linked to further CSWE training package changes.

5.3 Language, settlement and employment outcomes

This section examines the language, settlement and employment outcomes of the AMEP.

5.3.1 Language outcomes

Language outcomes can be considered prerequisites of settlement outcomes, as settlement includes: social participation; economic wellbeing; independence; personal wellbeing; and integration into the broader Australian community (Department of Immigration and Citizenship 2012). Without English language skills it would not be possible to achieve many elements of settlement.

This section examines AMEP clients' language outcomes using ISLPR scores. AMEP clients complete the ISLPR assessment on entrance into the AMEP and intermittently as they progress through the AMEP at the discretion of the service provider and client. As ISLPR assessments are not compulsory on exit, and as some clients exit the AMEP without

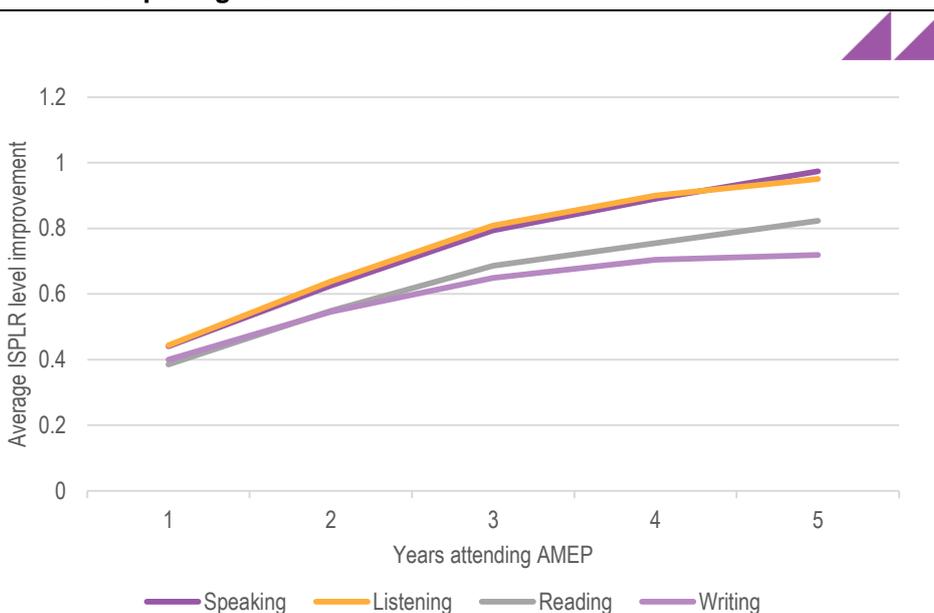
prior notice, some clients have not had an exit ISLPR assessment. As a result, the below ISLPR analysis may understate the gains clients make through the AMEP.

One difficulty with measuring the impact of AMEP on language outcomes is controlling for other English learning activities clients may be undertaking outside of AMEP classes and the general improvements in English language proficiency as a result of residency in Australia. While for many clients the AMEP may be the only formal English language tuition they receive in their first years in Australia, clients will also gain English language skills through social interactions, media, and interaction with other service providers to name a few.

Figure 39 bears this out. Examining just those clients who complete between 490 and 510 hours, clients who complete their hours in one year witness a smaller ISLPR improvement than clients who take more years to use their AMEP entitlement.

To account for this and to attempt to isolate the impact of the AMEP, much of the following analysis is restricted to clients who have spent one or two years completing their AMEP hours. This restriction excludes less than a third of AMEP clients – 71 per cent of clients take one or two years to use their AMEP hours.

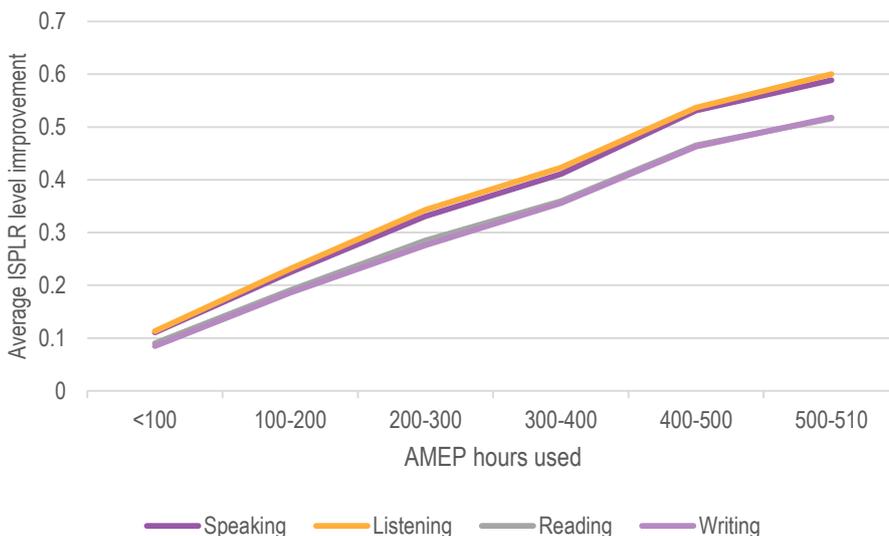
Figure 39 **Average improvement by years in the programme, clients completing more than 500 hours**



Note: 2004-05 to 2011-12, clients who have completed more than 500 hours
 Source: AMEP dataset

Figure 40 shows the positive impact AMEP has on client English language skills. As the number of hours clients receive under the AMEP increases, the average ISLPR level improvement also increases.

Figure 40 ISLPR level improvement by hours in the AMEP



Note: Clients commencing in 2004-05 to 2013-14, 1 to 2 years in the programme. Clients with more than 510 hours excluded due to the small sample size.
 Source: AMEP dataset

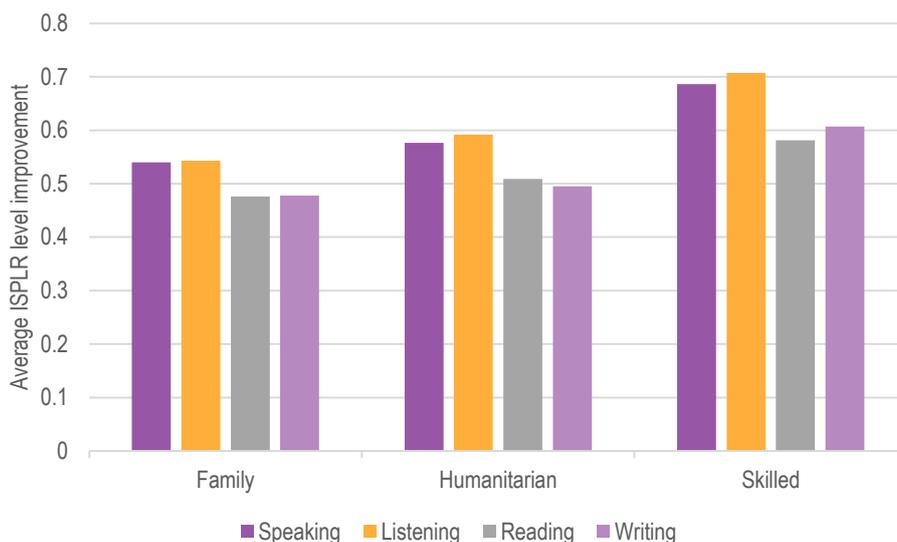
Figure 41 shows that there is a difference in the average ISLPR improvements in clients from the three visa streams. Skilled visa stream clients see the greatest average improvements, with Humanitarian visa stream clients achieving slight higher average improvements than Family visa stream clients.

While it is not possible to be definitive about what is driving differences across the visa streams, it is likely that Skilled visa stream clients, on average, have higher literacy in their own language and more experience in formal learning environments, which likely allow them to see greater gains through their time in the AMEP.

Skilled visa clients are also more likely to be employed than Family and Humanitarian visa stream clients – being employed provides opportunities to learn and practice English language skills outside of AMEP classes.¹⁷

¹⁷ In the AMEP dataset, 25 per cent of Skilled visa stream clients self-report as employed on enrolment, 10 per cent of Family visa stream clients and 3 per cent of Humanitarian visa stream clients. It is not mandatory for providers to collect these data.

Figure 41 ISLPR level improvement by visa stream



Note: 2004-05 to 2011-12 enrolments, 1 to 2 years in the programme, clients who have completed more than 500 hours

Source: AMEP dataset

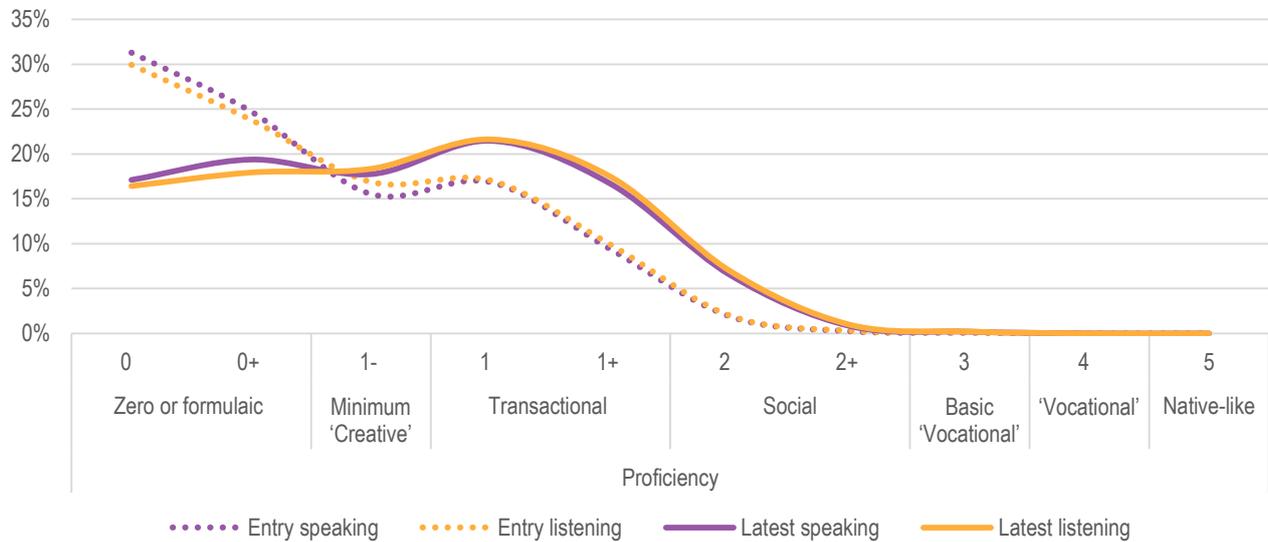
Key Finding 17

The AMEP is effective in improving client English language skills – on average, completing more AMEP hours leads to greater assessment scores on the ISLPR, even after taking into consideration time spent in Australia.

Clients from the Skilled visa stream see greater English language improvements on average than clients from the Family and Humanitarian visa streams. This may be due to a greater level of experience in formal education settings among Skilled visa stream clients, and the higher proportion of Skilled visa stream clients employed while studying through the AMEP.

One significant challenge and important role for the AMEP is in providing language instruction to those that have no prior knowledge of English. Figure 42 shows that the AMEP has reduced the share of clients scoring 0 on speaking and listening from around 30 per cent to 16-17 per cent. Overall it is clear that AMEP is improving the overall speaking and listening skills of participants, as observed in Figure 42, with shifting curve of ISLPR results towards the upper levels of the assessment framework.

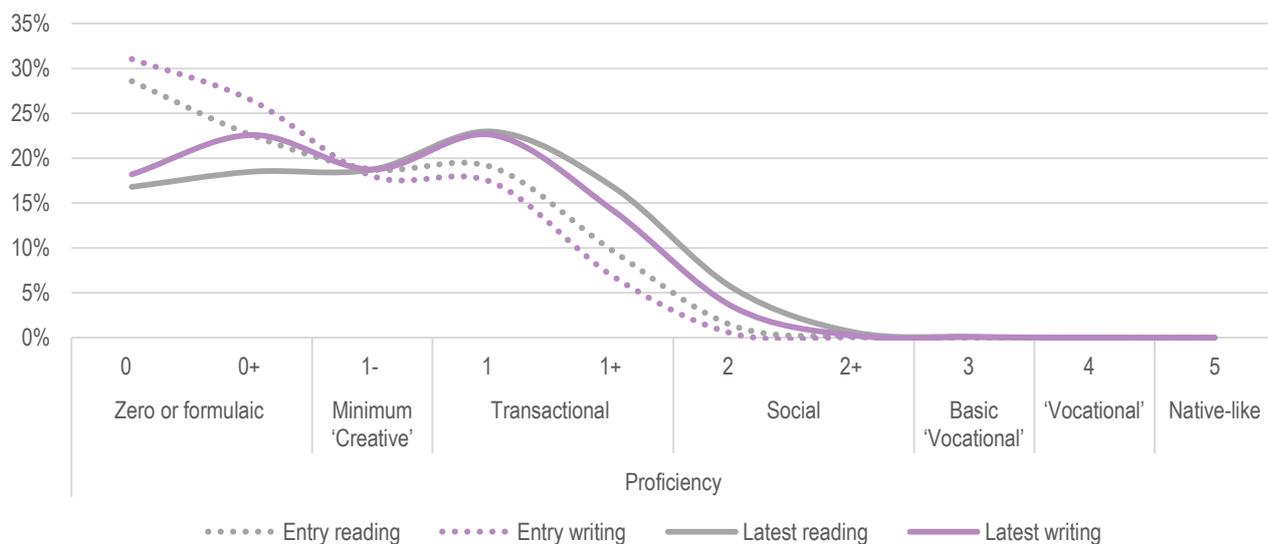
Figure 42 Speaking and listening ISLPR distribution on entry and after more than 500 hours



Note: 2004-05 to 2011-12 enrolments, clients who have completed more than 500 hours
 Source: AMEP dataset

Figure 43 demonstrates how AMEP reduces the proportion of clients scoring 0 or 0+ on the reading and writing components of ISLPR, and again is shifting the curve towards the ISLPR scores.

Figure 43 Reading and writing ISLPR distribution on entry and after more than 500 hours



Note: 2004-05 to 2011-12 enrolments, clients who have completed more than 500 hours
 Source: AMEP dataset

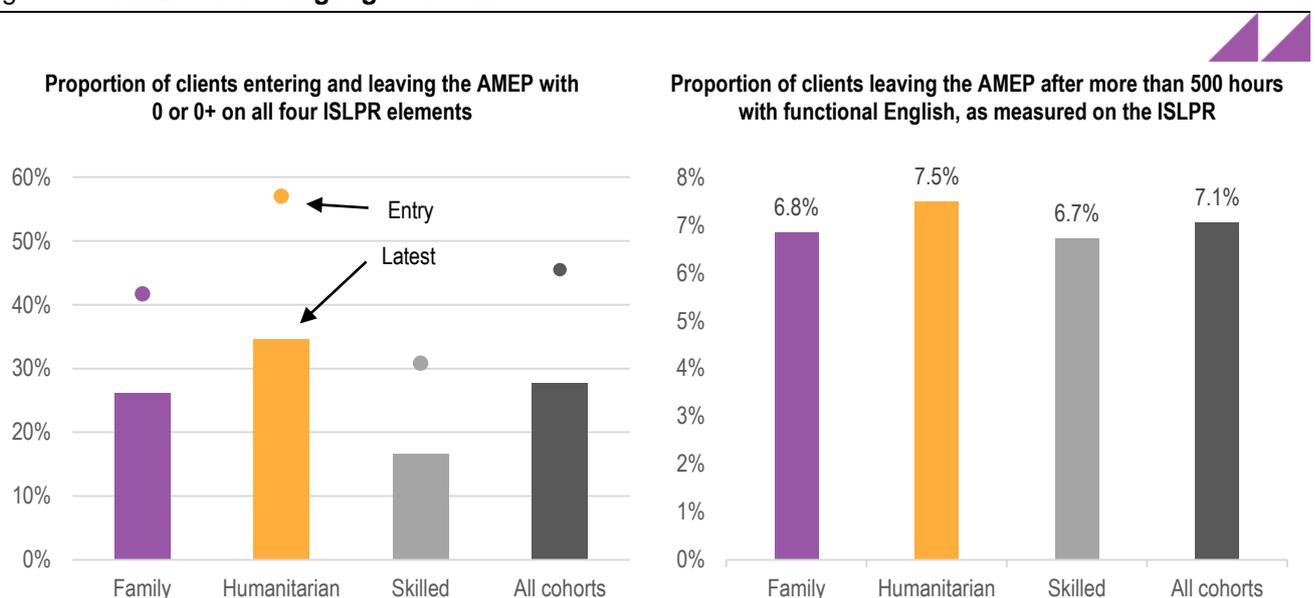
While across the programme there is improvement in the four ISLPR areas, 28 per cent of AMEP clients leave the programme with 0 or 0+ on all four ISLPR elements, indicating zero

or formulaic English language proficiency. While this is a significant reduction on the proportion entering the programme at this level (45 per cent), it indicates that for many clients, the programme's 510 hours are not sufficient to significantly improve their English language skills (Figure 44).

From this analysis, it appears that no visa stream group is being particularly under-served by the AMEP as all cohorts witness around a 35-45 per cent fall in the proportion of clients with 0 or 0+ on all four ISLPR elements.

The AMEP defines 'functional English' as a score of 2 or higher on all four of the ISLPR macro skills. Around 7 per cent of AMEP clients achieve this level of English language skills after 500 hours. There is not a significant difference between the visa stream cohorts, with Humanitarian visa stream clients more likely to leave with functional English than Family and Skilled visa stream clients.

Figure 44 AMEP client language outcomes



Note: 2004-05 to 2011-12 enrolments, clients who have completed more than 500 hours
Source: AMEP dataset

Consultations indicated that the vast majority of AMEP clients are committed and value the programme highly. Despite this commitment, in many cases a very low level of English language skill on programme entry means social proficiency is unlikely to be obtained through the current AMEP. This is recognised in the programme's design and objectives as discussed in Section 7.1.1.

The relatively small proportion of clients achieving English proficiency after more than 500 hours in the AMEP led many stakeholders to query whether the up to 510 hours entitlement is sufficient to meet the needs of many AMEP clients. Some stakeholders suggested that the entitlement should be raised; noting that 2,000 hours of tuition may be needed to reach functional English proficiency. These stakeholder views reflect evidence in the literature that functional language acquisition is more likely to be achieved when tuition is in excess of 750 hours (see Section 3.3). Other stakeholders preferred to see a tailored calculation of hours allocated based on client need, or a competency-based structure whereby clients would exit

the programme after reaching a certain level of English language skill. These issues are discussed further in Section 7.1.7.

Key Finding 18

Over a quarter (28 per cent) of AMEP clients leave the programme with 0 or 0+ on all four ISLPR elements indicating zero or formulaic English language, down from 45 per cent on enrolment. Around 7 per cent of AMEP clients achieve this level of English language skills after 500 hours.

The proportion of clients leaving the programme with low level English language skills led many stakeholders to query whether the up to 510 hours entitlement is adequate to meet the needs of AMEP clients.



5.3.2 Settlement outcomes

As discussed above there a number of positive language outcomes generated by the AMEP. Through improving clients' English language skills AMEP contributes to the following settlement outcomes.

- Access services in the general community.
- Provide a pathway to employment.
- Undertake further study or training.
- Participate in other government programmes.

Some public submissions demonstrated the value of the AMEP:

AMEP is a significant and substantial supporting mechanism to the settlement process as it builds client capacity to access services and participate in community activity through improving language skills, personal development and general wellbeing. [Many] AMEP participants who successfully complete the program will assume leadership roles in their respective communities and increase their employment potential.

Confidential submission

We believe that the program encompasses a holistic approach that identifies settlement as more than just English lessons, but a process where students build knowledge, learn about their new community, develop skills to access mainstream services and understand Australian systems and culture. This enables them to make informed decisions, feel that they belong in their new community, build social networks and develop their employability and job seeking skills.

Inner and Eastern Sydney Migrant Interagency submission

Consultations indicated that the AMEP is able to contribute to positive settlement outcomes due to the programme:

- effectively integrating language and settlement components by providing language training using settlement issues (including dedicated settlement classes as detailed in Section 2.3.1)
- delivering experiential learning and work experience
- providing wrap around services for clients
- offering flexible training modes
- contributing to the coordination and integration of services for clients
- providing clients with relationship building and networking opportunities with other clients from whom they can learn about settlement experiences
- offering information about further education and training, and employment in Australia.

As set out in Section 2.7, the AMEP forms a central part of the services available to migrant and humanitarian entrants. Non-AMEP service providers emphasised the importance of the AMEP to the services they deliver to migrants and humanitarian entrants, and the settlement outcomes benefits being realised by coordination and collaboration between service providers of different programmes. In the limited locations where coordination and collaboration between service providers was not strong, stakeholders expressed concern about suboptimal settlement outcomes.

Focus groups undertaken for this evaluation support other consultation data collected. Clients note that AMEP provides them with much of the information they need to settle in Australia, use government and health services and carry out daily activities such as shopping. AMEP clients use the programme to learn about future education and employment options, working in Australia, and job search strategies. Clients value settlement-specific tuition and guest speakers (such as police and traffic officers) which help them understand their rights and obligations.

Stakeholders point to a number of other signs of settlement success including surveys of clients, attendance and retention, and positive outcomes from the AMEP Counselling Service.

The AMEP, through its various programs is highly effective in contributing to settlement and employment outcomes. This is reflected in a number of ways:

- Anecdotal and qualitative information from the Counselling Services offers examples of successful settlement
- Part time and flexible study options assist a range of learners
- Learner feedback through surveys and focus groups is consistently positive with references to the AMEP contributing to successful settlement and employment outcomes
- Student attendance and retention ensure student engagement with learning and settlement in Australia

Confidential submission

For those clients who are eligible, the AMEP contributes significantly to settlement and employment outcomes by providing not only access to English language classes, but also social connections and information about pathways to employment. For example, students participate in mainstream community events, obtain information and practice in relation to participating in the community, and engage in activities that reinforce their settlement journey including how to articulate their needs in English.

Settlement Services International

Stakeholders saw an opportunity for the programme to better measure settlement outcomes, but were cognisant of the complexity and resources required to assess the settlement effectiveness of AMEP.

There is currently no national longitudinal study around the AMEP and this approach in the past has been the most rigorous method of measuring effectiveness in successful settlement in the Australian community.

Confidential submission

Key Finding 19

The AMEP plays an important role in assisting clients achieve settlement outcomes. Participation in the programme helps clients access services in the general community, develop networks in their community, understand their rights and obligations and can provide a pathway to employment and/or further study or training.

The AMEP is able to contribute to positive settlement outcomes by effectively integrating language and settlement components, delivering experiential learning and work experience and offering flexible training modes.



5.3.3 Employment outcomes

Employment outcomes are a subset of settlement outcomes but due to the importance placed on employment by clients and the centrality of employment and economic opportunity to settlement, it is discussed here separately.

While the programme contributes to language and settlement outcomes for all clients, in the short term the AMEP likely only contributes to direct employment outcomes for some, normally higher level clients.

Focus groups undertaken with clients for this evaluation emphasise how important employment outcomes are for many clients. AMEP clients saw employment as a way to use the skills they had developed in their country of origin, contribute to Australian society and develop economic independence.

SLPET, as discussed in Section 5.1.2, plays an important role in enabling the employment goals of some clients. Employment-focused tuition is also embedded in classroom tuition providing information on working in Australia and developing clients' job search skills. For example, many AMEP service providers use the 'How to job search and information on working in Australia, information on Australian workplace and culture' booklet.

While many AMEP participants have clear aspirations to transition into work and further training, the programme by virtue of its design precludes achievement of these goals for most clients. The proficiency level at which clients become ineligible for and must exit the AMEP – functional English – is, by definition, generally insufficient for much employment, VET, and higher education. This fact was highlighted in a number of submissions:

This language level is primarily linked to social context and not to employment or further education contexts. The Department of Immigration and Border Protection suggest that an IELTS test result of an average score of at least 4.5, or equivalent Pearson or TOEFL iBT tests, would be evidence of functional English. This is equivalent to above 2 ISLPR score (and ACSF 2-3). The effectiveness of the AMEP in contributing to settlement and employment outcomes is thus limited by the guidelines.

– AMEP service provider confidential submission

The AMEP is not a vocational pathways program and due to the language and settlement needs of its clients, is not in a position to provide vocational training which might be perceived as constituting the needs of employers. Given that the considered 'functional English' exit point of the AMEP is ISLPR 2 and it is generally accepted by reputable training providers that a higher level of basic vocational proficiency of ISLPR3 is a minimum requirement for all but the most repetitive vocational tasks (e.g. catalogue delivery) it is not within the scope of the AMEP to provide such training to meet employer needs.

...the AMEP aligns to the needs of employers, not by providing vocationally skilled or competent employees but by developing the pre-requisite settlement and language skills necessary to develop these vocational skills in later programs such as the SEE.

– TAFE Queensland submission

And as set out above in Section 5.3.1, most clients do not exit the AMEP with English language proficiency at a social level, nor at the higher, vocational level.

While AMEP is not designed to lead to employment outcomes for all clients, focus group participants contended that the AMEP could be more supportive of those clients who do gain employment while partway through their up to 510 hour entitlement. Participants argued that some clients must cease AMEP classes when employed because some AMEP service providers do not offer employment-friendly classroom hours.

While some AMEP providers have part-time and evening classes available, RCOA [Refugee Council of Australia] understands this is not consistent across the country. As such, when there are no part-time or evening classes available, people are forced to choose between working and learning English. Due to various financial pressures many community members face, many feel forced to undertake employment and thus have no option to continue their English classes.

– *The Refugee Council of Australia submission*

Key Finding 20

Focus groups undertaken with clients for this evaluation emphasise how important employment outcomes are for many clients. AMEP clients saw employment as a way to use the skills they had developed in their country of origin, contribute to Australian society and develop economic independence.

While many AMEP participants have clear aspirations to transition into work and further training, the programme by virtue of its design, precludes achievement of these goals for most clients. The proficiency level at which clients become ineligible for and must exit the AMEP — functional English — is, by definition, generally insufficient to gain employment and participated in VET or higher education.

Stakeholders argue that some AMEP service providers could deliver the programme more flexibly to allow employed clients with more opportunities to continue their AMEP tuition outside of work hours, for example through evening and weekend classes.



6 Efficiency and performance management

This chapter examines the efficiency of the AMEP, including trends in expenditure over time and the prices paid to AMEP service providers. The second half of the chapter focusses on the performance assessment and management aspects of the programme.

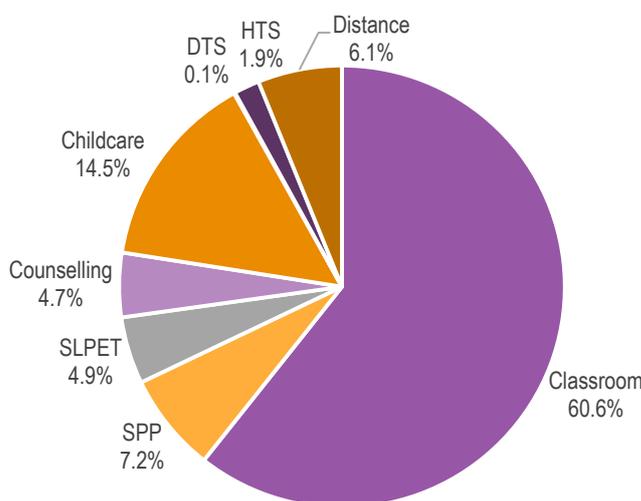
6.1 Efficiency

Efficiency refers to the cost of programme producing outputs and outcomes. This section examines the efficiency of the AMEP, beginning with AMEP expenditure by component and over time.

6.1.1 AMEP expenditure

Classroom tuition accounts for almost two thirds of AMEP expenditure. The second largest expenditure component is childcare, which accounts for around 15 per cent of expenditure (Figure 45).

Figure 45 AMEP expenditure, 2013-14

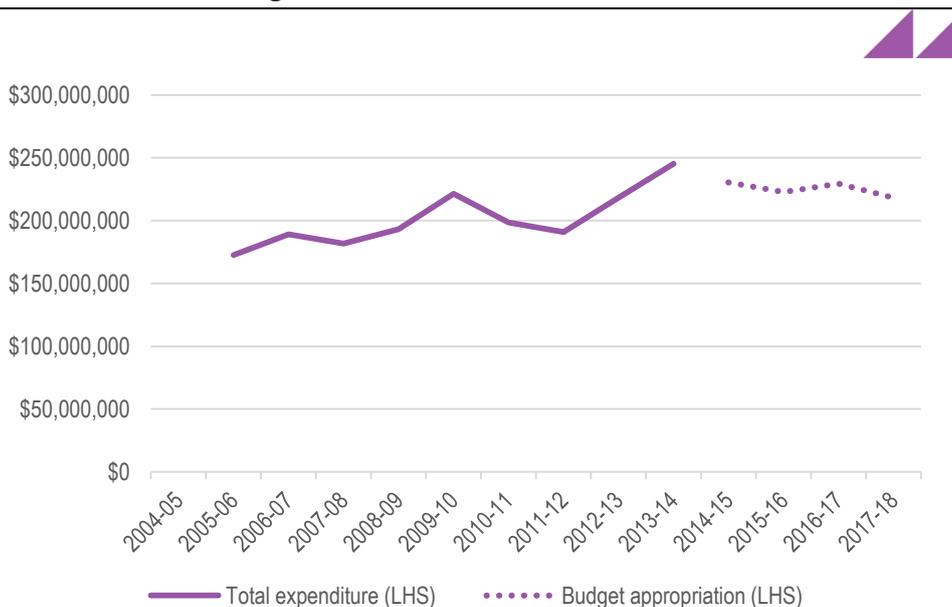


Note: For 2013-14 expenditure.
 Source: AMEP Expenditure dataset

Real AMEP expenditure has been varied in recent years, but on the whole there has been an upward trend since 2004-05. The current 2014-15 Budget appropriation indicates that AMEP expenditure is expected to trend down slightly over the next four years from the peak in 2013-14, although it will remain above pre 2012-13 levels (in nominal terms) (Figure 46).

Part of the decrease in AMEP budget appropriations may be due to changes in the Australian Migration Programme. At the time of the 2014-15 Budget, the Department of Immigration and Border Protection (2014) was forecasting that total permanent migration to Australia will fall from 94,000 in the year to September 2014, to 90,600 in the year to June 2018 — a 4 per cent fall. The Humanitarian visa stream, which has the highest proportional AMEP take up rate (see Section 4.1), is forecast to see a greater fall in arrivals — a 24 per cent drop to June 2018.

Figure 46 Total AMEP real expenditure and budget appropriation from the 2014-15 Budget, 2013-14 dollars



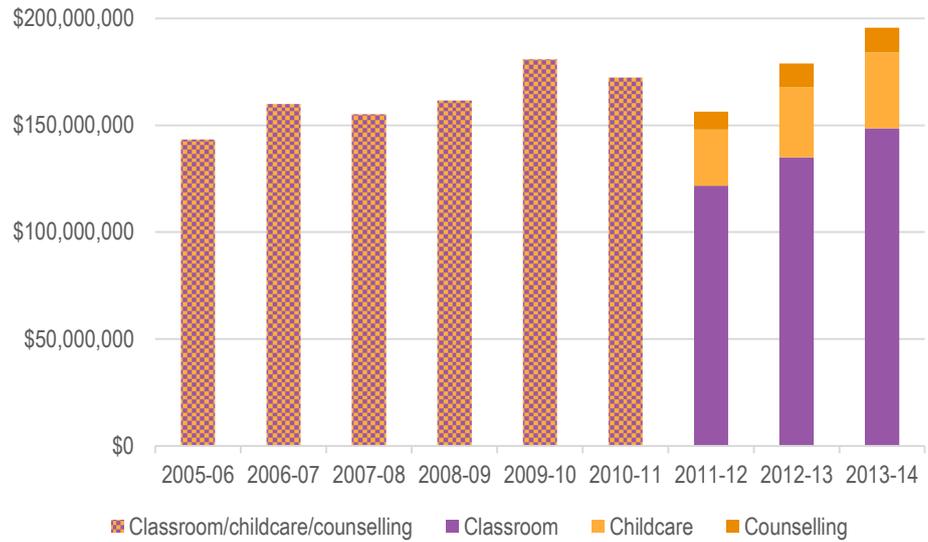
Note: In 2013-14 dollars. Real data generated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A) and 2014-15 MYEFO CPI forecasts.

Source: AMEP expenditure dataset

Figure 47 and Figure 48 below disaggregate AMEP expenditure by sub-programme area.

Prior to 2011-12, classroom tuition expenditure included childcare and tuition-related counselling expenditure. As a result, it fell in 2011-12 when childcare and counselling were given their own contract fee. Figure 47 attempts to control for this by combining classroom expenditure with childcare and counselling. It shows that there was a fall even when the expenditure items are combined in 2010-11 and 2011-12, but growth resumed in 2012-13.

Figure 47 Selected AMEP expenditure components, 2013-14 dollars

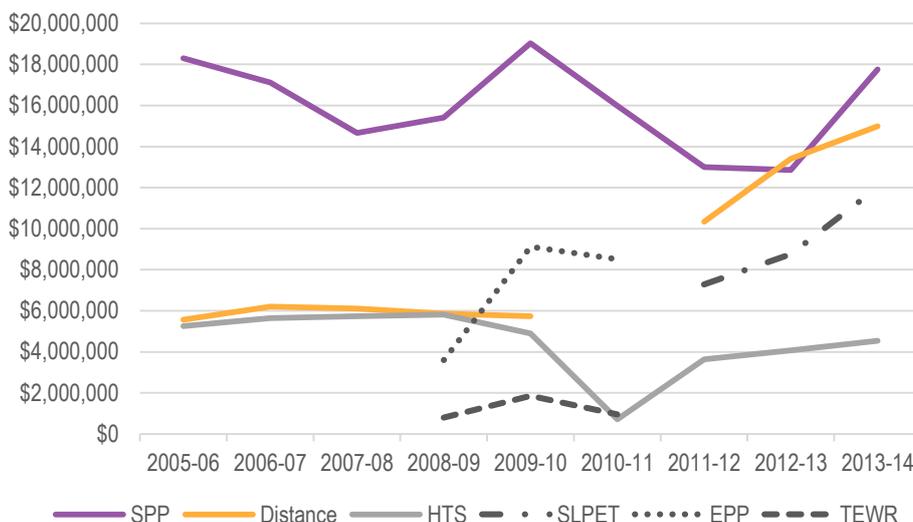


Note: In 2013-14 dollars. Real data generated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A).
 Source: AMEP expenditure dataset

Figure 48 shows a fall in SPP expenditure after 2009-10, due to policy changes noted in Section 5.1.1, before recovering somewhat in 2013-14 when the Department relaxed SPP requirements in some cases.¹⁸ Distance expenditure has trended up since 2009-10, as has SLPET since 2011-12.

¹⁸ The commencement of the new business model in 2011-12 resulted in changes for how service providers deliver SPP. Payments are only made when SPP clients attend a dedicated SPP class. Since 2013-14, the Department has allowed SPP payments where an SPP client attends a AMEP class, upon written agreement from the Department, so that providers with low numbers of SPP clients are paid for the additional support provided to the SPP clients.

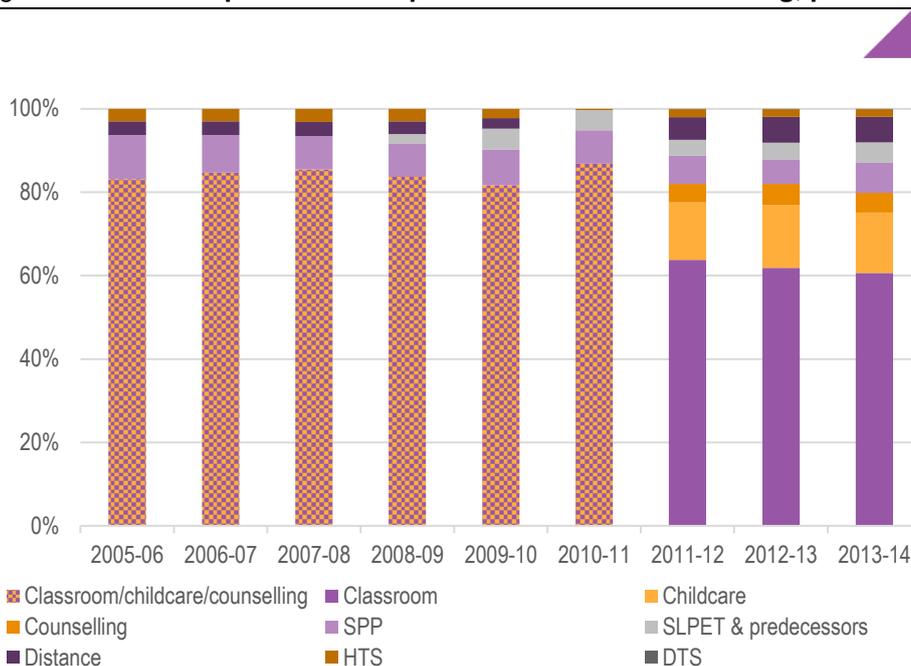
Figure 48 Selected AMEP expenditure components, 2013-14 dollars



Note: In 2013-14 dollars. Real data generated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A).
 EPP: Employment Pathways Programme. TEWR: Traineeships in English and Workplace Readiness. (These sub-programmes were the forerunner of SLPET.)
 No data for Distance in 2010-11.
 HTS expenditure for 2010-11 only includes HTSEP and does not include other HTS expenditure under AMEP in 2010-11.
 Source: AMEP expenditure dataset

These changes in expenditure items have seen the overall composition of AMEP expenditure change over the last 10 years, with classroom expenditure accounting for a smaller share of total expenditure (Figure 49). Distance learning has increased its share of expenditure from 3 per cent before 2011-11 to 5-6 per cent in the three financial years since. The emergence of the SLPET (and its predecessors) is also clear from the figure below. The changing composition of AMEP expenditure reflects programme changes, particularly over the last five years, which have seen an increase in the number of training options available under AMEP.

Figure 49 AMEP expenditure components share of total funding, per cent



Note: In 2013-14 dollars. Real data generated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A).
 'Classroom/childcare/counselling' for 2010-11 includes Distance and HTS.
 'SLPET and predecessors' includes the Employment Pathways Programme and the Traineeships in English and Workplace Readiness.
 Source: AMEP expenditure dataset

Key Finding 21

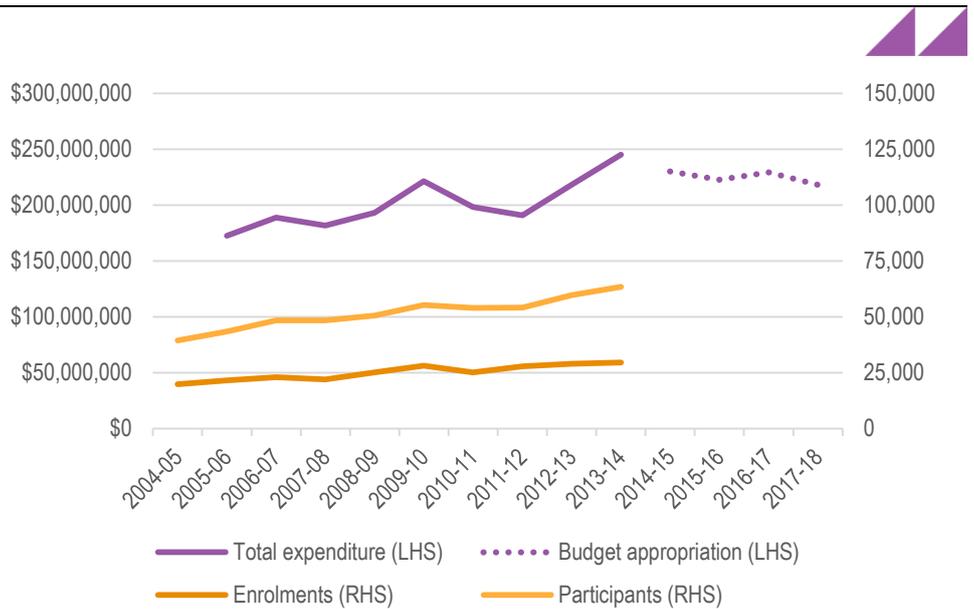
Classroom tuition accounts for almost two thirds of AMEP expenditure, with childcare accounting for 15 per cent. Total real AMEP expenditure has fluctuated in recent years, but on the whole has exhibited an upward trend since 2004-05 due to increasing client numbers.

6.1.2 AMEP expenditure per output

To measure efficiency accurately, both outputs and outcomes must be recorded at the same interval as inputs — in this case by financial year. As noted previously, AMEP hours per year are not available due to dataset limitations, so cannot be used in any efficiency analysis.

Another measure of efficiency is the number of clients serviced through the programme for the level of expenditure. Figure 50 shows AMEP expenditure and client enrolment and participation. Programme cost appears to broadly mirror participants over the forward estimates. In future, there is forecast to be a decline in participants.

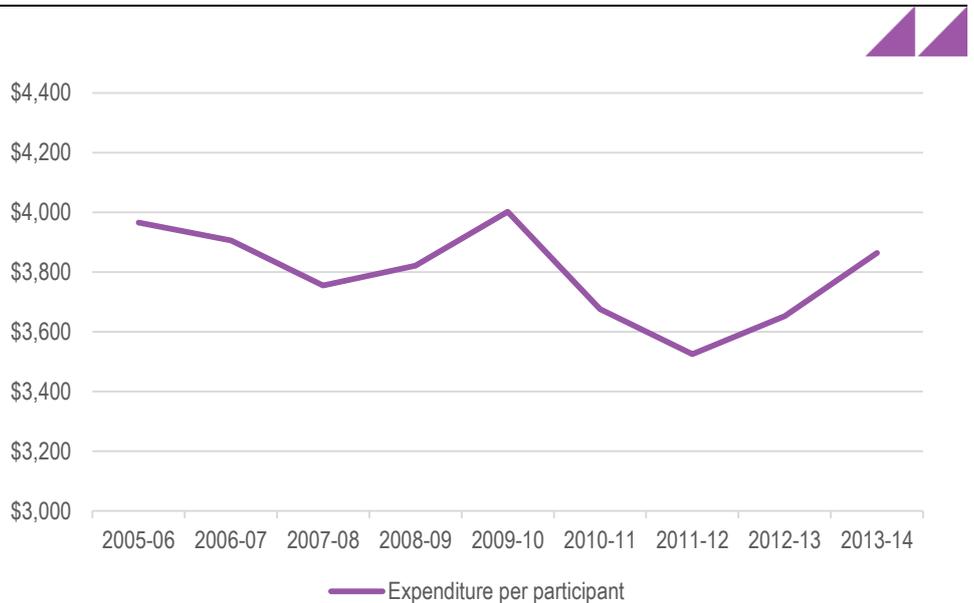
Figure 50 Expenditure (2013-14 dollars), and participant and enrolment numbers



Note: In 2013-14 dollars. Real data generated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A) and 2014-15 MYEFO CPI forecasts. No expenditure data available for 2010-11.
Source: AMEP dataset and AMEP expenditure dataset

The real government cost per AMEP participant has varied between \$3,500 and \$4,000 over the last 10 years (Figure 51). From 2011-12, expenditure per participant has increased 10 per cent to \$3,900 in 2013-14.

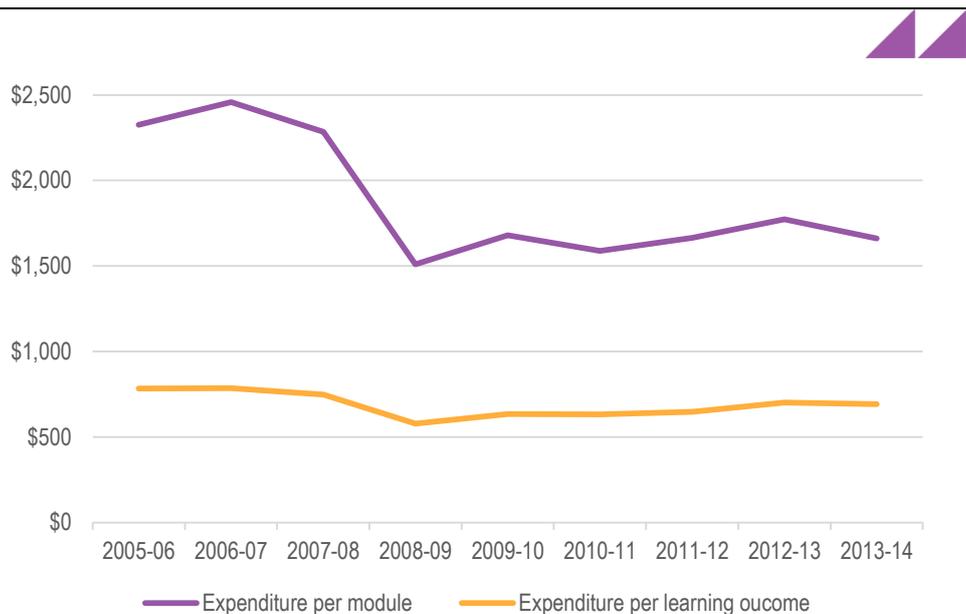
Figure 51 Total programme expenditure per participant, 2013-14 dollars



Note: In 2013-14 dollars. Nominal data deflated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A). No expenditure data available for 2010-11.
Source: AMEP dataset and AMEP expenditure dataset

Another measure of efficiency is the amount of programme expenditure needed to produce module and learning outcome achievements under the AMEP. This measure shows that the real cost of each AMEP module achieved fell significantly in 2008-09, largely due to the training package changes discussed in Section 5.2.2. Over the five years to 2012-13, the cost per module increased before falling slightly in 2013-14 to \$1,660 (Figure 52). The fall in 2013-14 coincided with the training package changes. Real expenditure per learning outcome has increased since 2008-09 to around \$700.

Figure 52 **Total programme expenditure per module and learning outcome, 2013-14 dollars**

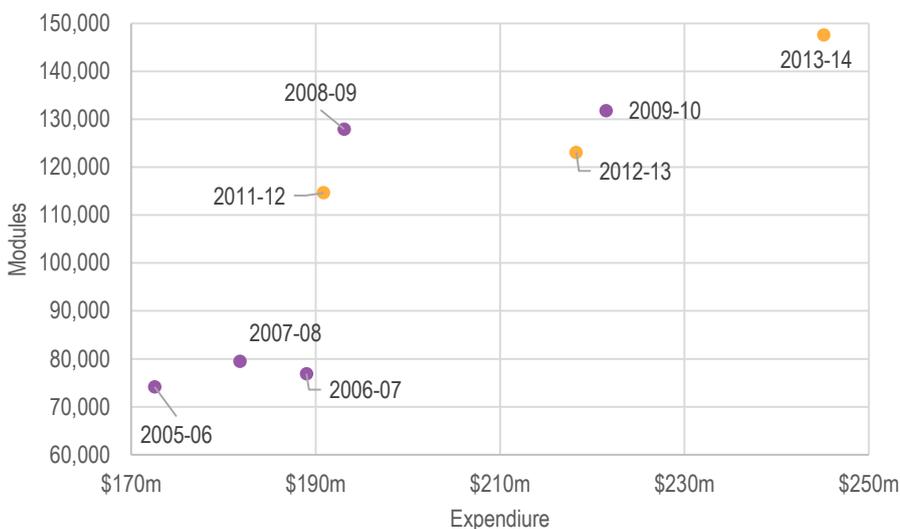


Note: In 2013-14 dollars. Nominal data deflated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A). No expenditure data available for 2010-11.

Source: AMEP dataset and AMEP expenditure dataset

Figure 53 shows a scatter plot of modules achieved and AMEP expenditure. More efficient years are in the top left hand corner, while less efficient years are closer to the bottom right. Yellow markers are used to denote the new business model years. The new business model does not appear to be correlated with changes in efficiency.

Figure 53 Scatterplot of modules achieved and expenditure



Note: In 2013-14 dollars. Nominal data deflated using the ABS General Government Final Consumption Expenditure Chain Price Index (ABS 5204.0, Series ID A2420885A). No expenditure data available for 2010-11. Yellow markers are for the new business model years.

Source: AMEP dataset and AMEP expenditure dataset

Key Finding 22

The real government cost per AMEP participant has increased 10 per cent from 2011-12 to reach \$3,900 in 2013-14.

Over the five years to 2012-13, the real cost per AMEP module increased, before falling slightly in 2013-14 to \$1,660. Real expenditure per AMEP learning outcome has increased since 2008-09 to around \$700.

6.2 Performance assessment and management

The AMEP performance assessment and management framework has five major components, discussed in the sections below.

- The Assessment Task Bank (ATB).
- AMEP Reporting and Management System (ARMS).
- AMEP service provider reporting.
- Key Performance Indicators (KPIs).
- Auditing and quality assurance.

6.2.1 Assessment Task Bank

Assessments for the AMEP are managed by NEAS — the organisation which also provides a monitoring/auditing function for the AMEP — on behalf of the Australian Government. The ATB is an online resource of assessment tasks for teachers employed by AMEP service providers. It is a collection of tasks held in a secure location to be used for assessment under the CSWE framework.

Representatives from all AMEP service providers comprise the National Working Group (NWG), which is continually developing and testing new tasks for the ATB. The NWG liaise and meet regularly to assess, modify, validate and pilot assessment tasks for the ATB. The ATB is designed to facilitate a national programme that is consistent and enables the learning outcomes of AMEP participants to be measured in a consistent way across the country (NEAS, 2015).

While it is not mandatory, consultations indicated that AMEP service providers value the ATB highly and consider the assessments well designed and easy to use. The ATB reduces complexity for AMEP service providers and the Department of Education and Training by providing standardised assessments, as opposed to each provider developing assessments which would then need to be audited.

Key Finding 23

The Assessment Task Bank is highly valued by AMEP service providers for helping to improve the efficiency of AMEP delivery through standardising assessments.



6.2.2 AMEP Reporting and Management System (ARMS)

The AMEP is supported by an information system known as the AMEP Reporting and Management System (ARMS), which is used to support AMEP policy development, service delivery and administration. ARMS functionality includes client management and educational history tracking, AMEP learning activity management and administration, and basic staff management facilities. The information that must be recorded on ARMS by AMEP service providers includes (but is not limited to):

- AMEP client profile details
- AMEP client attendance records
- Tuition hours
- AMEP counselling hours
- Mode of tuition
- Updating Individual Pathway Guide data entered into ARMS by the AMEP services provider
- Reporting information
- CSWE learning outcomes
- Completion of CSWE modules
- Certificates of attainment
- The issuing of CSWE Certificates.

The AMEP service provider must certify to the Department of Education and Training that financial invoices are an accurate reflection of the services provided in the invoice period. The AMEP service provider is required to enter all information on ARMS regarding the services delivered within 14 calendar days from the end of each month. The Department is not able to make payments until data has been entered into ARMS. The AMEP service provider must ensure all data entered into ARMS is quality controlled and supported by verifiable records, such as teachers' records of client contact (Department of Immigration and Citizenship, 2012).

Consultations for this evaluation revealed that stakeholder views on the ARMS vary widely. Some consider the database easy to use while others argue there is significant scope to make it more user friendly. There was a strong view that modification to the ARMS to allow AMEP service providers the ability to run detailed extractions would aid provider management. As some knowledge of the AMEP business and database query language appears to be an essential pre-requisite, AMEP service providers may also need to undertake further ARMS training to fully realise its capability. At the same time, future modifications to ARMS should use the opportunity to simplify and enhance the user interface.

Key Finding 24

The ARMS is used effectively, but additional training and usability enhancements would improve provider ability to run detailed extractions for their individual purposes.



6.2.3 Service provider reporting

AMEP service providers are required to provide six reports to the Department of Education and Training each year — four quarterly (most data for this report is generated by ARMS), one half yearly and one annual report (DIAC, 2012).

Quarterly reports

AMEP service providers are required to submit a report for each of the contract regions they are responsible for. Quarterly reports for general services involve AMEP service providers reporting on: performance against key performance indicators; client data; and programme delivery methods such as the SPP, SLPET, HTSEP and the HTS. Quarterly reports for distance/e-learning services involve the distance /e-learning provider reporting on: performance against key performance indicators; client data; and distance learning online registrations and usage (Department of Industry, 2014).

Half yearly report

A half yearly report for general services requires AMEP service providers to report on: clients (produce a client profile and report on client outcomes); service delivery (including SPP, SLPET, the HTSEP and the HTS); client support (including counselling, referrals to 'other' services (that is, non-AMEP), referrals post-AMEP, and referral to 'other' government programmes); client feedback (including client satisfaction and client complaints); distance learning; and other areas (including childcare, reporting against contract plans and good news stories) (Department of Industry, 2014).

Annual report

AMEP service providers must submit an executive summary with the annual report, including key achievements across the contract region, challenges and priorities for the coming year. In addition, they must provide the Department with an independently audited annual financial statement. The annual report for general services involve AMEP service providers qualitatively and quantitatively reporting on: tuition methods, additional services, and other key areas. This is the same for distance/e-learning services (Department of Industry, 2014).

Consultations indicated that AMEP service providers see the formal AMEP reporting requirements as onerous and question the utility of providing six reports to the Department each year. There may be scope to reduce the administrative burden for AMEP service providers and the Department by reviewing the number and nature of reports providers are required to submit each year.

Key Finding 25

AMEP service providers find the formal AMEP reporting requirements onerous and question the utility of providing six reports to the Department each year.

There may be scope to reduce the administrative burden for AMEP service providers and the Department by reviewing the number and nature of reports providers are required to submit each year.

6.2.4 Key Performance Indicators (KPIs)

The performance of AMEP service providers are measured using 23 KPIs. The AMEP KPIs are aligned to the strategic direction of the programme under the new business model, and aim to assess the quality, effectiveness and efficiency of service delivery. The quality of service delivery is measured through a combination of AMEP client satisfaction results, information provided in service provider reports and quality assurance processes.

There are three compliance levels for each KPI. A green compliance level indicates that the KPI has been met by the AMEP service provider. An amber compliance level indicates marginal KPI failure, up to 5 per cent variance, and strategies for management must be put in place. A red compliance level indicates significant KPI failure, greater than 5 per cent variance, and immediate management attention is required (Department of Industry, 2014).

Consultations indicate that some AMEP service providers consider the KPIs to be too numerous and too focused on formal assessment, which it is feared, may sometimes detract from language learning. One provider suggested that 'the KPIs would better reflect the effectiveness of the programme if they addressed, in a more balanced way, the settlement outcomes as well as language outcomes.'

Settlement outcomes are more complex and difficult to measure than English language outcomes, so the AMEP currently measures the 'number of clients who have participated in a settlement course', rather than settlement outcomes.

Key Finding 26

While AMEP KPIs are extensive, some AMEP service providers consider them too numerous and focused on formal assessment. AMEP service providers also contend that settlement outcomes should be better captured in the KPIs.

6.2.5 Auditing and quality assurance

NEAS is contracted by the Australian Government to provide independent verification and quality assurance for the resources, facilities and processes used in the delivery of the AMEP by each service provider. NEAS conducts an annual desk audit of submitted information and documentation, as well as an annual on-site assessment of each AMEP service provider.

NEAS requires that all AMEP service providers report on: the premises; professional and administrative staff; educational resources; programme delivery; client support services; programme evaluation; and programme promotion.

The quality assurance processes offered by NEAS are in place to ensure that the services delivered by AMEP service providers, with respect to resources, facilities and processes, are maintained at an appropriate standard, and that a beneficial and positive learning experience will be achieved by clients whilst undertaking the programme. Through ongoing quality monitoring, NEAS checks that only providers offering high standards of English instruction and administrative practice continue to be authorised providers within the AMEP (NEAS, 2011).

Consultations indicate that most AMEP service providers are satisfied with the role and professionalism of NEAS. The NEAS audits are undertaken in an effective and collaborative manner which helps improve the operations of providers.

As RTOs, all AMEP service providers are subject to quality assurance monitoring by the Australian Skills Quality Authority (ASQA) or the relevant state body. ASQA audits focus on training organisations meeting the RTO accreditation requirement and delivering training and assessments in line with training packages. In consultations, few AMEP service providers indicated that there was overlap between NEAS and ASQA (or the equivalent state body).

Key Finding 27

The role of NEAS is valued, with its audits undertaken in an effective and collaborative manner that help improve the operations of AMEP service providers.

There is little evidence of duplication in quality assurance monitoring by the NEAS and ASQA (or the equivalent state body).

6.2.6 Additional areas for potential performance assessment

Overall, the AMEP performance assessment and management system is well placed to monitor and report on the performance of AMEP with the programme having sound data collection methodologies for measuring and reporting against programme objectives and client outcomes.

Having said this, measuring and reporting settlement and employment outcomes was raised as an area requiring further attention. Some AMEP service providers suggested that greater integration of ARMS with other government databases would allow settlement, training and employment outcomes to be better tracked as part of AMEP. The linking of the new Unique Student Identifier (USI) to social services databases could aid such outcome measurement. These issues are discussed further in Chapter 7.

Key Finding 28

AMEP performance assessment and management system is well placed to monitor and report on the performance of AMEP. Greater integration of AMEP systems with other government databases would allow settlement, training and employment outcomes to be better tracked as part of AMEP.

7 The appropriateness and future of the AMEP

This chapter examines the appropriateness of the AMEP and makes recommendations on how the programme could be improved, based on analysis in previous chapters.

7.1 Potential improvements to the AMEP

7.1.1 Clarity of programme objectives

As set out in the AMEP Services Contract (2011-17) the objective of the AMEP is to:

...provide settlement focused English language tuition and related services to newly arrived migrants and Humanitarian Entrants who have less than Functional English.

The AMEP is considered by most stakeholders to be an integral part of the Australian Government's strategy to ensure that eligible migrants and humanitarian entrants are able to gain foundation English language and settlement skills and to therefore confidently participate in Australian society.

The outcomes clearly specified in the AMEP Services Contract are generally well understood by the programme's stakeholders.

Language versus settlement

While language and literacy are central to the objectives of the AMEP, most stakeholders consider that this is a means to an end, with settlement being the programme's ultimate goal. In some cases, AMEP has been referred to much more than this:

...the AMEP is proud to be more than just a language program. It is a major settlement tool, enabling students to avoid the isolation which comes from being unable to communicate. You only have to visit an AMEP classroom to understand what an important role it plays in easing recently arrived migrants into their new environment – the practical advice and information provided by teachers, the lively multicultural atmosphere where tolerance is both necessary and appreciated, the opportunities for friendship during what can be a very lonely and bewildering period in a person's life, and of course the chance to learn and practise new linguistic and cultural skills in an encouraging and non-threatening environment.

The Hon Phillip Ruddock MP 1998, Minister for Immigration and Multicultural Affairs

The Adult Migrant English Program (AMEP) is the Australian Government's largest settlement program. The AMEP reflects the government's commitment to long-term sustainable settlement outcomes for newly arrived migrants and humanitarian entrants through integrated, targeted and well designed programs that support clients in their transition to life in Australia. The Australian Government considers gaining English language proficiency is key to successfully settling in Australia.

Department of Immigration and Citizenship, 2011

The 'double mandate' of settlement and language is entirely consistent with a content-based instruction approach to language training. The objective of settlement is compatible with the immediate task of teaching English as a second language. In fact, the literature indicates that these objectives are complementary for two reasons:

- Learners in such content-based programmes are able to master the content offered in their course, while concurrently improving their language ability.
- Learners develop intrinsic motivation as they are exposed to new ideas and information relevant to their immediate circumstances (see Section 3.3).

The double mandate of settlement and language is a feature shared with the Canadian system and the review of the LINC programme concluded that “the double mandate of language training and settlement/integration does not dilute the language training; in fact the settlement mandate strengthens the language component” (CIC 2010).

Settlement versus employment

There was a degree of debate amongst stakeholders consulted with respect to the primacy of certain objectives over others, in particular the balance between settlement and employment. Prior to transfer of the AMEP to the Department of Education and Training, the move to the Department of Industry, and the gradual introduction of an emphasis on employment over time (see Martin 1998), stakeholders expressed concern that an increasing emphasis on employment and economic participation may gradually start to displace the programme’s longstanding primary objective of settlement.

These concerns were raised by both stakeholders and AMEP service providers in consultations and in submissions to the evaluation.

...the settlement success of the AMEP should not be lost sight of in an attempt to achieve job outcomes.

AMEP service provider confidential submission

Although employment pathways are important it is vital to maintain settlement as the focus of AMEP.

SCOA submission

A large number of service providers consulted emphasised the need to keep AMEP a settlement-focused program, separate from the employment-focused English language programs available. The goal of AMEP is to give people the English language skills that they need to settle well in Australia, not simply the skills they need to secure employment.

... Undermining the settlement focus of the AMEP could in turn undermine the development of language skills essential for successful settlement, and thereby undermine the capacity of new arrivals to navigate life in Australia.

RCOA submission

Some stakeholders were also concerned that the separation of settlement related functions of government increased the risk that the AMEP would become less embedded in, or coordinated with, other settlement services and programmes in DSS.

Those consulted for this submission have highlighted their concern that the move to the Department of Industry will remove the strong links the AMEP has with other settlement programs found under the Department of Social Services. Programs such as HSS and SGP have often worked closely with AMEP providers to address various settlement issues new arrivals face. By moving to two different departments, RCOA is concerned that these strong links will be lost.

RCOA submission

A number of stakeholders and submissions explicitly advocated for the AMEP to be moved to either DSS or DHS. Such proposals have not been considered in this report as they are beyond the scope of the evaluation.

The tension between settlement and employment outcomes is further complicated by the fact that the focus of the AMEP on functional English by definition precludes training to a level that may be required for employment — see discussion in Section 7.1.6 below.

At the time of the evaluation, there were no examples to indicate such fragmentation or displacement of the AMEP's settlement objective occurring, but concerns were generally expressed that this could pose a future risk for the programme.

Recommendation 1

The AMEP's longstanding objective of settlement for migrants into Australia (through the development of English language proficiency) is clear, and should continue to be its primary goal.

7.1.2 Measurement against objectives

The language outcomes of the AMEP are consistently measured and reported. As discussed in Section 4.2.4, the level of English language proficiency is assessed for each individual participant to determine their eligibility at the outset, and then periodically to assess progress towards functional English.

Outcomes data that measure delivery of the objectives of the AMEP, however, are not currently collected. For example, AMEP's contribution towards the social participation and economic participation of migrants are not consistently measured or reported.

Recommendations to more comprehensively measure programme outcomes and objectives (as opposed to outputs) were previously made as part of the 2007 Audit of the AMEP:

Overall, we believe that the department is well placed in terms of managing access and delivery of AMEP services to its clients, but less well placed to **demonstrate** that delivery is contributing to positive societal changes at the policy level, particularly in an environment of increasing complexity, ambiguity, and public scrutiny.

Ernst and Young 2007, AMEP Audit Report

Stakeholders, in particular AMEP service providers, are acutely aware of the fact that there is currently limited reporting of participant outcomes in relation to the programme's objectives.

Outcomes are currently measured by successful completion of CSWE certificates, Modules and Learning Outcomes and by participation in a Settlement course. These measures do not encourage flexibility or relevance as they cannot capture a client's progression into employment or further study, or adequately measure competence in settlement situations.

AMEP service provider confidential submission

It is important to acknowledge that the broader programme outcomes and objectives are more difficult to measure, especially at the level of the individual participant. A longitudinal reporting framework based on integration with other government services, in particular HSS and Centrelink services, would reduce the costs of tracking individual outcomes over time.

Given the strong evidence of the importance of language and literacy in settlement (see Section 3.2), a comprehensive reporting framework for all participants may not be required *per se*. Rather, longitudinal studies of a sample or subset of AMEP participants may be sufficient to demonstrate and periodically confirm the programme's contribution towards the objectives of improving the social and economic participation of migrants. Such studies could build on the foundation of research undertaken previously by those associated with

the AMEP Research Centre (see for example Yates *et al.* 2010 and Yates and Wang 2014) as well as other surveys and research studies (such as Hugo 2011 and SRC 2014).

As noted above in Section 6.2.3, AMEP service providers find the AMEP reporting requirements of six reports each year to be time-consuming, with some of the six reports each year duplicative. As such, there is scope to reduce the administrative burden for AMEP service providers and the Department by reviewing the number and nature of reports required, for example to four times a year — an annual report, a half yearly report and two quarterly reports .

Recommendation 2

Measuring the outcomes of the AMEP against its programme objectives could be improved through:

- developing and implementing the necessary systems in partnership with other government agencies to track individual outcomes over time, and/or
- instituting a longitudinal-based approach using a sufficiently robust sample or subset of AMEP clients to demonstrate and periodically confirm the programme's contribution towards its objectives.

Recommendation 3

The Australian Government should reduce the administrative burden on AMEP service providers to the extent possible by rationalising the programmes reporting requirements.

7.1.3 Target groups

The target groups for the AMEP are based on the various visa classes, as outlined in Section 2.1.

For the improved economic and social participation by migrants, it would be preferable to have eligibility criteria that err on the side of being inclusive rather than exclusive. The risks of being overly inclusive are low, given that there is a strong element of self-selection and a low likelihood that those with little or no prospect of benefitting would remain in the programme for long.

The coverage or targeting of the AMEP and its associated eligibility criteria are inclusive of the majority of permanent migrants, and is appropriate for the objectives of the programme.

Skilled Stream Primary Applicants

Primary applicants arriving in Australia via the skilled migration stream are not currently excluded from participating in the AMEP. Given the high level of English language proficiency that needs to be demonstrated by primary applicant skilled migrants for their visa (typically at a level higher than functional English), not excluding such migrants from the AMEP may be seen, *prima facie*, as questionable.

Recent research has found that Skilled visa stream primary applicants achieve strong employment outcomes and even though eight-in-ten migrants were from countries where English was not the main language spoken, almost nine-in-ten migrants reported high levels of spoken English (The Social Research Centre (SRC), 2014).

In 2013-14 skilled stream migrants made up 17 per cent of AMEP participants, however the data does not allow this to be disaggregated into primary applicants and dependents. In consultations with AMEP service providers, it is often reported that the vast majority of participants from the Skilled visa stream are dependents of the primary applicant.

On balance, therefore, it does not appear that the inclusion of primary applicants from the Skill stream imposes a significant cost on the AMEP. As long as AMEP service providers are appropriately assessing the English language proficiency of participants at the outset (through the ISLPR), the number of primary skilled migrants expending hours in the AMEP should continue to be negligible. Furthermore, the proportion of participants with little to gain from the AMEP that subsequently give up their time and energy to remain in the programme would be expected to be low.

Temporary visa holders

In the future, there may be temporary humanitarian visa holders in Australia who, under the current eligibility criteria would not be eligible for the AMEP. Stakeholders suggested that any such visa holders should be eligible for the AMEP.

Contingent on other policy decisions, it may be appropriate for these visa holders to be included in the AMEP's target groups. The decision to expand AMEP eligibility will need to be considered in the context of other services that temporary humanitarian visa holders may be able to access.

Recommendation 4

On the whole, the target groups and associated eligibility criteria of the AMEP are appropriate. Further consideration is required to determine if the list of eligible visas should be extended to include temporary humanitarian visa classes.



7.1.4 Assessment tools

The needs of clients and potential clients are discussed in Section 3.2 and the instruments used as part of the AMEP to assess client needs are discussed in Section 2.1.

Considering the literature and the international experience, possible improvements to the assessment of needs and benchmarks used span two areas.

1. The benchmark level of English language proficiency
2. The use of more efficient assessment instruments.

1. The benchmark level of functional English

The benchmark level of functional English for the AMEP is embodied in the eligibility and exit criteria being at ISLPR Level 2. Given the focus on settlement outcomes, *prima facie* the benchmark level of English language proficiency would appear to be appropriate:

— Achievement of functional English — also known as *basic social proficiency* — would allow any individual migrant to be “able to satisfy basic social needs, and the requirements of routine situations pertinent to own everyday commerce and recreation and to linguistically undemanding ‘vocational’ fields” (ISLPR, 2014).

- The level below ISLPR 2 — ISLPR 1+ *transactional proficiency* — would appear to be inadequate as it would only allow a migrant to Australia to “satisfy own simple everyday transactional needs and limited social needs”.
- The level above ISLPR 2 — ISLPR 2+ *social proficiency* and ISLPR 3 *vocational proficiency* — would appear to be unnecessarily advanced, as it would meet the minimum entry requirements for VET courses and university respectively.

The benchmark level of English language proficiency could be considered equivalent to the benchmark level used in the LINC programme in Canada, which provides for English or French language training to newcomers up to Canadian Language Benchmark (CLB) Level 4 or higher, which would be considered to be Fluent Basic proficiency (CIC 2011).

As listed above, by definition the benchmark functional English level is regarded as insufficient for VET and higher education. Some stakeholders and AMEP participants also consider this level of English to be insufficient to gain employment; more specifically, that it is inadequate for employment in the field in which they are formally trained. This reflects research by Hugo (2011), for example, which has shown that the skills of humanitarian entrants are not being fully utilised and there is “significant mis-match shown between skills and occupation”.

As such, there were calls from stakeholders for the AMEP to extend beyond the current benchmark English language proficiency level to include higher levels of proficiency on the ISLPR scale and/or inclusion of CSWE IV.

Particularly for clients who come into the AMEP program at CSWE III level, it would be helpful to them if they could continue to use their AMEP hours in higher English or other courses. This would increase students' English ability and make them more job ready and able to transition to mainstream vocational courses.

CSWE IV courses (both Employment and Further Study focus) bridge the gap between the achievement of functional English and genuine suitable job pathways and advanced training and should be able to be offered under AMEP funding, particularly for students of working age who enter the program at a higher ISLPR level.

AMEP service provider confidential submission

Whether or not the AMEP is intended to provide the level of English proficiency necessary for migrants to make full use of their skills is a policy consideration beyond the scope of this evaluation. It would appear that this is currently addressed through the high levels of English proficiency required to be demonstrated by applicants in the skilled migration stream.

While some stakeholders support the expansion of the AMEP to encompass CSWE IV to better prepare migrants for Certificate III VET courses or employment, it is not necessarily the case that this would need to be achieved through the AMEP itself. After clients complete their AMEP hours, other subsidised training opportunities should be available through the broader VET sector. This in turn would depend on the Australian Government's funding of other programmes such as the SEE programme, and state and territory government funding of foundation skills programmes. The links to the SEE programme and to other government policies and programmes were discussed in Section 2.7. The alignment of the AMEP and the SEE programme across different levels of proficiency is also discussed in the AMEP & SEE Programme Alignment Report.

Recommendation 5

Given the AMEP's emphasis on delivering preliminary English skills in a settlement context, the benchmark level for the AMEP should be retained at minimum at the currently prescribed level of functional English.



2. The use of more efficient assessment instruments

There are a number of potential areas for improvement in this respect, discussed in the following sections in relation to the ISLPR and CSWE respectively.

The ISLPR

The initial assessment of clients using the ISLPR plays a particularly important role in ensuring the appropriate targeting and subsequent effectiveness of the programme by limiting access only to those that have not yet acquired functional English. The ISLPR has been the long-standing instrument used to assess proficiency in the AMEP since the late 1970s.

The ISLPR¹⁹ was developed “for use in assessing placement, evaluation of progress, setting realistic goals to guide course design and delivery, referral and guidance of clients and the setting of longer-term English language objectives within which the AMEP might operate” (Martin 1998). As discussed in the AMEP & SEE Programme Alignment Report there are a range of other assessment instruments currently being used in the ESL sector including the International English Language Testing System (IELTS) and the Test of English as a Foreign Language (TOEFL), which are both more widely used than the ISLPR.

While the ISLPR appears to be a somewhat specialised instrument primarily used in the AMEP, stakeholders do not raise any issues with its use; many acknowledge its suitability and usability for the purposes of AMEP entry and exit assessments.

The test is perfect for migrants, user friendly, not confronting and most importantly time efficient – unlike the PTA used by the SEE program.

Central Institute of Technology

The International Second Language Proficiency rating scale (ISLPR) has been developed to specifically assess culturally and linguistically diverse clients.

AMEP service provider confidential submission

The suitability of the ISLPR is also reflected in the fact that it has been designed to be easily tested, designed to test 'real life' language, rather than vocational or academic language; this aligns well with AMEP's benchmark of functional English.

The ISLPR also supports the continuous intake model of the AMEP with the flexibility of comparatively short one-to-one test interviews and quick turn-around of test results.

Central Institute of Technology (CIT) in WA highlights one potential issue with respect to the ISLPR; given the proprietary nature and limited use of the instrument, the ISLPR is highly reliant on the organisation — ISLPR Language Services Pty Ltd — and associated individuals that developed, own and subsequently maintain the instrument and its

¹⁹ Known as the Australian Language Proficiency Ratings (ALPR), then the Australian Second Language Proficiency Ratings (ASLPR), before becoming the ISLPR.

accreditation framework. CIT has taken steps to reduce its reliance on ISLPR Language Services by working with them to develop the capability to independently train its own ISLPR testers.

CIT also highlights the lack of a periodic re-accreditation of testers (as compared to the IELTS system for example) as a potential weakness.

The requirement for both entry and continual ISLPR assessments has provided the programme with valuable data to analyse participant English language levels (see Section 5.3.1).

While ISLPR has a long history in the AMEP, and stakeholders and AMEP service providers appear to be satisfied with the use of the ISLPR, there may be a case to consider whether other mainstream testing instruments such as IELTS and TOEFL could also be used in the programme. The assessment of the suitability of other instruments is beyond the scope of this evaluation, but such diversification of instruments could assist in future-proofing the AMEP.

In summary, the ISLPR is suited to the AMEP as evidenced by:

- wide stakeholder support for the ISLPR
- the ISLPR's alignment with the AMEP's benchmark for English language proficiency and focus on non-academic language skills and settlement
- the ISLPR's speed which supports the continuous intake model of the AMEP and encourages the collection of data on clients' English language skills.

Recommendation 6

The ISLPR is well suited to the AMEP and should continue to be used. The assessment of the suitability of other instruments is beyond the scope of this evaluation, but the benefits of diversification to other mainstream instruments such as IELTS and TOEFL should be reviewed.

The CSWE curriculum framework

AMES NSW developed the nationally accredited Certificates in Spoken and Written English (CSWE) curriculum framework and this was implemented nationally in 1993 (Martin 1998). The CSWE curriculum framework is generally accepted as a suitable curriculum framework for AMEP training and assessment. It would appear that the majority of AMEP service providers are satisfied with the prescription of CSWE as the sole curriculum framework for the AMEP.

CSWE is seen as having three key strengths: contextualised tuition, development of independent learning skills and national consistency.

The CSWE curriculum framework allows training providers to create or align a syllabus for the provision of English language courses using real life examples and settlement contexts relevant to AMEP clients. An example of the contextualised curriculum framework is the CSWE I modules set out in Box 1.

Box 1 **Certificate I in Spoken and Written English modules**

Core module

Basic Learning Strategies

Elective modules

Giving Personal Information

Comprehending and Participating in Short Transactional Exchanges

Comprehending Spoken Information and Instructions

Comprehending and Participating in Short Conversations

Comprehending and Telling Spoken Recounts

Comprehending and Leaving Telephone Messages

Comprehending Written Instructions and Completing a Short Form

Comprehending and Composing Written Descriptions

Comprehending and Composing Written Recounts

Comprehending and Composing Short Informal Written Texts

Comprehending Short News and Information Texts

Comprehending and Performing Addition and Subtraction With Decimal Whole Numbers

Comprehending and Using the Metric System of Measurement

Source: CSWE curriculum framework

As a result of the contextualised CSWE curriculum framework, clients are more likely to find the AMEP tuition engaging, and the AMEP can contribute to improved settlement outcomes for clients through tuition which addresses settlement needs.

The use of the accredited curriculum Certificates in Spoken and Written English (CSWE) nationally provides a rigorously developed and reviewed structure for delivery of both the language and settlement outcomes vital to meeting the clients' settlement and language learning needs.

... the capacity within the CSWE curriculum to contextualise the AMEP to settlement needs of clients through the use of real life contexts demonstrates the tenants of the Communicative Approach which is generally considered by most contemporary language practitioners as best practice in language training.

TAFE Queensland Submission

The CSWE curriculum is a flexible and practical framework for contextualised curriculum development centred on settlement needs.

Victoria University submission

CSWE is also seen as providing clients with a foundation for further learning and study. AMEP clients may go on to further vocational and/or higher education after exiting the AMEP and all clients will continue with their English language learning, even if informally. CSWE develops clients' independent learning skills leaving them better placed to undertake further learning.

The CSWE course contains within it a focus on students becoming independent learners and equips them with skills to pursue further learning beyond AMEP.

CIT submission

In CSWE language classes, students study modules on learning strategies which teach them about learning styles and techniques in adult vocational education. Students are asked to

evaluate and develop their own learning styles as well as learning how to become independent learners.

NSI submission

As a nationally recognised qualification framework, CSWE provides a standardised and transferable curriculum framework. This allows for a consistent curriculum and assessment across the AMEP, and means that clients moving between AMEP service providers are able to continue with the same curriculum while studying with the new provider. The fact CSWE is part of the VET sector training packages also means it provides a pathway to further training.

AMEP curriculum and its use of certificates in spoken and written English (CSWE) curriculum assessment framework, aligns the program directly with the Australian Qualification Framework that is used in the education and training sector in Australia. This is helpful for those who attain functional levels of English and are assessed as competent to participate in other training and learning programs.

MDA submission

By using an accredited curriculum (CSWE) for delivery, clients receive a standard of teaching and learning that is nationally recognized and transferable. Whilst providing a structure for delivery, the CSWE allows contextualization of delivery method and content to best suit the needs of differing cohorts of learners. As part of the Australian Qualification Framework, CSWE provides a clear pathway for further training.

TAFE Queensland Submission

There are however a number of varying views with respect to the compulsory nature of the CSWE curriculum framework. First, some AMEP service providers consider that while the CSWE is an appropriate curriculum framework for a large proportion of AMEP learners, it is most well suited to clients with higher levels of previous education and strong language foundations who are able to build on classroom activities independently. One provider considers that:

...the demand to measure in discrete events does not provide a programme that can provide the building blocks for proficiency [and that] clients come with a range of learning styles, experience and needs and a wider choice of curricula would better meet this range of clients

AMEP service provider confidential submission

Second, assessment and completion of CSWE learning outcomes is considered somewhat limited as it is "only a measure of competency in discrete language events and not a measure of overall language proficiency". Rather proficiency based curricula that looks at the way in which language is acquired and naturalised could provide more holistic evidence of achievement than the CSWE outcomes (AMEP service provider confidential submission). This concern has been echoed in the research.

Within the CSWE, learning outcomes are defined as 'what an individual can do' with language. However, it can be argued that the learning outcomes described in the CSWE still take a competency-based approach in that the assessment criteria are described as whole texts with specific, required and optional elements.

AMEP Research Centre (2007)

The Canadian Language Benchmarks on the other hand, differ from CSWE assessment by measuring outcomes in terms of language proficiency (AMEP Research Centre, 2007).

Third, other providers consider that while there was no reason not to use the CSWE, allowing flexibility to broaden the ESL curriculum options available in the AMEP could in some cases "facilitate a smoother transition to the SEE programme (for clients whose pathway is from AMEP into SEE)" (AMES VIC submission).

Fourth, some AMEP service providers recommend that at higher levels, CSWE III should be substitutable with courses/modules from other VET qualifications to provide AMEP clients with a stronger vocational focus.

At Certificate 3 and 4 levels there should be flexibility to incorporate VET units funded through AMEP.

Confidential submission

Greater employment outcomes may also be achieved if we could combine AMEP and VET delivery in a dual certificate model for higher level clients.

VU submission

An assessment of the potential suitability of other curricula for the AMEP is beyond the scope of the evaluation but given the issues identified, further research with respect to the appropriateness of alternate nationally accredited courses is warranted. In the long term, this would provide AMEP service providers with the choice of a number of comparable, compatible and competitive options alongside the CSWE, whilst also ensuring that the programme itself is supported by a range of diversified curricula.

Recommendation 7

The CSWE provides the appropriate curriculum framework for training and assessment under the AMEP and should continue to be used.

Further research to examine the appropriateness of alternate nationally accredited courses for use within the AMEP is warranted.

7.1.5 Improving client outcomes

On the whole, the AMEP receives significant support from all stakeholders for its contribution to the settlement of migrants in Australia. There are numerous examples of clients achieving significant study, employment and settlement outcomes. The data on attainment set out in Sections 5.2 support this feedback with around one third of AMEP clients achieving a qualification through the programme. Further, there is a strong correlation between AMEP hours and ISLPR improvement (Section 5.3).

Apart from the primary question regarding the adequacy of AMEP hours — discussed at length in Section 7.1.7 — the focus groups undertaken confirm the high value the vast majority of participants place on the programme.

Most stakeholders consider that the programme is sufficiently flexible to accommodate the needs of diverse clients and data on attainment indicate no significant difference between the attainment outcomes of clients from the different visa streams (see Section 5.2). Most AMEP service providers report that they are able to implement a variety of teaching approaches in accordance with the programme design and within the parameters of the contract.

The AMEP allows for the contextualization of the content of any Learning Outcome to suit the language / settlement needs of a cohort of humanitarian entrants equally as well as to a group of clients who predominantly hold spousal visas, or, as is usually the case, to a cohort of clients from mixed visa streams. The current inclusion of SPP and SLPET programs further allow the AMEP to provide suitable learning experiences for clients from different visa streams with different settlement and language needs.

TAFE Queensland submission

That being said, a number of stakeholders are concerned that the AMEP is a 'one size fits all' approach. Based on consultations undertaken for this evaluation, this concern appears to hinge on three key characteristics that typify training delivery in the AMEP:

1. reliance on classroom-based delivery
2. insufficient cohort specific classes²⁰
3. emphasis on ensuring attendance as opposed to innovative delivery models and partnerships.

1. Reliance on classroom-based delivery

The vast majority of AMEP training delivery is classroom-based. The AMEP dataset does not allow analysis of the proportion of AMEP hours clients spend in the classroom, but as set out in Section 6.1.1, most expenditure under the programme is for classroom delivery.

As outlined in Section 3.3, critical elements of flexible contemporary programme delivery include the provision and accessibility of multiple delivery modes and classes that are varied in terms of scheduling, location, duration and content in order to maximise learning opportunities for clients while recognising the complexity and constraints of adult learners' lives.

There is an understandable concern that the traditional reliance on classroom-based delivery has not kept pace with either the needs of clients or advances in training delivery through other modes.

Similarly, there appears to be some concern that there are insufficient options available to clients when it comes to the timing of classes. AMEP service providers generally take the view that sufficient number of options are made available, however other stakeholders like the Refugee Council of Australia report that this is not always the case – there is at least some degree of regional variation and differences between the providers.

The AMEP is a flexible program that allows clients to work on a part-time or full-time basis while also attending English language classes. Providers respond to individual needs with class timetabling and access to the Home Tutor Scheme and Distance Learning.

AMEP service provider confidential submission

Refugee community members have also provided feedback that the AMEP program is not flexible enough to support those who wish to study part-time and work part-time. While some AMEP providers have part-time and evening classes available, RCOA understands this is not consistent across the country. As such, when there are no part-time or evening classes available, people are forced to choose between working and learning English.

RCOA Submission

It is likely that the range of options offered is constrained by what AMEP service providers consider to be feasible/viable. Consultations with AMEP service providers highlighted the fact that the combination of the volume of clients and the hourly rate paid constrain their ability to offer more tailored courses or a wider range of options to clients, especially outside of metropolitan areas.

In Canada, just over 20 per cent of LINC classes are offered in the evening (19 per cent) or on weekends (3 per cent). There is not comparable data available but stakeholder reports

²⁰ Cohort specific classes are not mandatory and can generally only be held when a provider has a sufficient number of clients at a similar CSWE level.

suggest that many AMEP service providers only offer classes during the day. Some provides offer classes that accommodate parents' pick up and drop off times for their school age children.

2. Insufficient cohort specific classes

Section 3.4 discusses the specific additional requirements of specific adult migrant cohorts, including refugees and survivors of torture and trauma. While the SPP specifically targets the latter group, stakeholders cited the fact that there are few cohort specific classes to indicate that AMEP service providers are not sufficiently focused on the specific and diverse needs of eligible migrants. For example, classes specifically for youth and women are available and highly valued, but uncommon.

Young people have better learning outcomes when they are placed in targeted youth programs, as they are specifically tailored to the young people's language, educational and socio-emotional needs. While the availability of such programs has increased, there are still not enough youth-specific classes to address the needs of the high numbers of young people coming through Australia's humanitarian program.

RCOA submission

It is also important that young people are supported with youth specific classes which address the disrupted education experience which may have been experienced by humanitarian entrants. A contextualised learning experience which includes relevant and appropriate recreational activities to keep youth engaged and connected have proven effective.

SCOA submission

A related issue is the current requirement that standard classes have no more than 20 clients (and SPP specific classes have no more than 12 clients). As Victoria University's submission outlines, this creates practical issues for AMEP service providers in a programme where there is considerable volatility in attendance and retention. The contemporary literature suggests that class sizes are not a significant determinant of client outcomes, compared to other factors like teacher quality. In some instances it is possible that constraints like maximum class numbers inadvertently limit the ability of providers to offer a greater variety of targeted classes.

3. Emphasis on ensuring attendance as opposed to innovative delivery models and partnerships

Under the AMEP contract, AMEP service providers 'must constantly plan for the evolution of the Services and modify the manner in which the Services are provided to improve the quality, effectiveness and efficiency of the Services and their delivery' (clause 27.6).

With the move to payments on the basis of hours attended, some stakeholders question whether AMEP service providers have placed excessive emphasis on ensuring attendance rather than improving delivery. Stakeholders cited a few notable innovations and partnership models in consultations (for example offering classes around work hours and partnering with non-AMEP service providers to provide more comprehensive settlement support) but these appear to be the exception rather than the rule.

As an example, one AMEP service provider highlighted that the lack of a firm research and evidence base limits the ability of providers to adopt potentially novel and cost-effective alternate models of delivery within the confines of commerciality and the KPIs.

Opportunities to be more flexible in response to changing policies, client profiles and the economic and social environment are limited. Providers want to offer a range of programs and encourage continuous innovation that maximises outcomes for clients and the Program but are restricted by lack of a firm research and evidence base on which to make decisions, the need to ensure ongoing economic viability and the need to meet inflexible KPIs.

AMEP service provider confidential submission

It should be noted that the Department is not wholly responsible for AMEP-related research. Industry research and continued improvement by AMEP service providers should also contribute to innovation and evidence-based service delivery.

The various limitations of the AMEP offering outlined above were echoed by some focus group participants. That being said, there was no opportunity for the evaluation to engage with those participants who had left the programme because the AMEP had not met their needs.

For the purpose of the evaluation, there is insufficient evidence to measure the extent to which client needs are not being met or whether there are cost-effective models of delivery that are not being more widely adopted by providers. The counterfactual of client needs not being met by the programme will be difficult to observe, and warrants further research. This could include:

- measuring client satisfaction across clients who do not commence, do not complete, or do complete the programme
- collecting data on the AMEP offering including:
 - when, where and how often classes are offered
 - which cohorts the AMEP might specifically cater to
 - the mode of study, any special content included and partnerships with other organisations in training delivery.
- ongoing collection of case studies of innovative delivery
- research on barriers to innovation and client-focused delivery within the programme.

In the future, the government needs to be assured that the AMEP business model incorporates both the flexibility and the incentives for AMEP service providers to identify and meet the needs of the AMEP's prospective clients.

Alternate models of operation for the AMEP which may promote the necessary flexibility and appropriate incentives are outlined in Section 7.2. Whether or not such significant changes to the AMEP model are adopted, the programme would nonetheless benefit from the research outlined above, as well as the development of additional incentives for innovative delivery within the programme, such as a grants programme to pilot innovative models of delivery, to undertake research into client needs and effective delivery methods, or to establish networks for knowledge sharing and the exchange of ideas.

Recommendation 8

Building on the range of concerns expressed by stakeholders in relation to client outcomes, the Australian Government should commission further research to:

- develop measures of client satisfaction and provider innovation, to measure the extent to which client needs are not being met
- determine whether there are alternate cost-effective models of delivery that are not being more widely adopted by AMEP service providers and the reasons for this
- assure the government that the AMEP business model incorporates both the flexibility and the incentives for AMEP service providers to identify and meet the needs of prospective clients.

Based on this research, the programme could benefit from the addition incentives for innovative delivery, such as a grants programme to pilot innovative models of delivery, to undertake research into client needs and effective delivery methods, or to establish networks for knowledge sharing and the exchange of ideas.



7.1.6 Transitions to work and further training

It is important to reiterate that while many AMEP participants have clear aspirations to transition into work and further training, the programme by virtue of its design does not specifically target achievement of these goals. The proficiency level at which clients become ineligible for and must exit the AMEP – functional English – is, by definition, generally insufficient for much employment, VET, and higher education. This fact was highlighted in a number of submissions and discussed in Section 5.3.

Notwithstanding this, many stakeholders acknowledge that the AMEP does nonetheless make an important contribution in ensuring that migrants are on the *pathway* towards employment and/or further training. The AMEP provides eligible migrants with the proficiency to progress into employment and/or further training where higher levels of proficiency can be subsequently achieved.

...in the end, most professional jobs/careers require students to retrain in the Australian education system through a mainstream TAFE or university course (or gain accreditation or RPL for prior qualifications). AMEP successfully serves as a language building block to help students achieve their goal rather than providing specific job focused courses.

AMEP service provider confidential submission

Meeting the needs of employment-focused migrants

The majority of stakeholders raised strong concerns regarding tension between study in the AMEP and gaining employment, as discussed in Section 5.2.1. This is of particular relevance for the subset of migrants who are highly driven to gain a job, whether to provide remittances back to their family in their home country, to repay debts accumulated, to cease receiving income support, or to become more independent in Australia.

The primary issue is that the timing of work and AMEP classes are generally conflicting.

Once an individual gains employment, their ability to participate in AMEP classes, ordinarily delivered during business hours, is limited. Their need to participate in English language training, however, is not reduced by their employment status. Continued language training alongside employment is essential to help migrants and refugees meet their employment aspirations and prevent them from becoming confined to the lowest rungs of employment.

ACSL Submission

However, even where evening, part-time or any other compatible class times are available, many clients still drop out of AMEP completely.

This can often mean an adverse long-term outcome for the client, particularly if they find themselves limited to low-skilled, low-paying and unsecure jobs.

The provision of appropriate training to meet the needs of employment-focused migrants has been a long-standing issue in Australia.²¹ In the past, some stakeholders have proposed delivery to AMEP clients at their place of work, however such proposals understate the practical difficulties of workplace delivery. Feedback from AMEP service providers highlight challenges with respect to the scale required for viable workplace delivery, the difficulties in identifying willing employers and matching suitable AMEP participants, the costs associated with developing enduring partnerships with employers, and the practical challenges of ensuring that such arrangements comply with a range of rules and regulations, especially industrial relations requirements and work health and safety laws.

...implementing effective employment focused language systems is difficult as policymakers must find ways to design cost-effective programs that are sufficiently tailored to the needs of a wide range of occupations and that take account of immigrants' underlying literacy skills and their financial and family circumstances.

McHugh and Challinor 2011

McHugh and Challinor (2011) identify the following approaches as being among the most effective:

- language instruction contextualised for the workplace
- simultaneously providing language instruction with formal skills training
- sharing the burden of capacity building through partnerships among employers, unions and teachers
- encouraging workplace-based instruction
- taking into account the needs of non-traditional clients (such as part-time clients or parents).

As discussed in the previous section, the evaluation found only limited use of innovative approaches to meet the needs of employment-focused migrants. There are several examples of innovative approaches.

- A partnership between ACSL, TAFE Queensland and the local meatworks employer in Biloela (near Rockhampton) where refugee job seekers were able to attend specially organised local classes on their Rostered Days Off.
- The incorporation of work observation into AMEP classes where the CSWE learning outcomes are contextualised to encourage clients to observe and discuss workplace practices, thus developing the language of work and increasing confidence of clients to engage in job pathways.

To some extent the SLPET component of AMEP was introduced specifically to address these needs. That being said, the SLPET component is not appropriate to all participants and is only available those who have achieved a higher level of English language proficiency.

²¹ Martin (1998) records that as early as 1952 courses specifically focusing on employment were being offered. Examples cited include a three months' pre-employment course was conducted for migrant workers in the Victorian Government Railways and by 1959 classes for employees had commenced at the Gas and Fuel Corporation, Containers Ltd, Bradford Cotton Mills and Robert Bosch Pty Ltd (Martin 1998).

SLPET provides clients with the opportunity to study English within the context of the Australian workplace. The course introduces AMEP clients to the Australian workplace, provides contextualised English language tuition plus an invaluable work experience component.

AMEP service provider confidential submission

TAFE Queensland would like to reinforce their belief that the selection of participants for SLPET Expansion courses needs to be managed very carefully as there are dangers inherent in taking clients into vocational pathways before their language and settlement needs have been met.

TAFE Queensland submission

In our experience the SLPET courses are particularly useful for supporting students in their pathway to employment however both staff and students feedback their frustration at the end of the course because they are too short.

VU submission

As discussed in Section 5.3, at higher Certificate levels some AMEP service providers have suggested introducing integrated work training and AMEP language delivery by allowing for other VET units to be delivered alongside training under the CSWE curriculum framework. In some cases providers have offered AMEP concurrently with vocational units, often called 'taster' courses, funded under state/territory government general VET programmes. Policy changes around funding and the how many times an individual is allowed to commence a VET courses in some states/territories has restricted use of the taster course approach.

It is ultimately difficult to adopt a prescriptive approach to ensuring that the needs of employment-focused migrants are met by the AMEP. The needs of participants and viable options available to AMEP service providers to meet those needs are highly diverse. As discussed in the preceding section, this is an area that warrants further research.

Alternate models of operation for the AMEP which may promote the necessary flexibility and appropriate incentives to ensure that the needs of employment-focused migrants are met are outlined in Section 7.2.

Transitions into further study

The issue of whether the language and literacy level of functional English is sufficient for further study was discussed in the previous section. Stakeholders suggest that there are a number of changes that could be made to the AMEP to improve pathways into further study in the broader VET sector.

Stakeholders and focus group participants both highlighted the need for better information about the broader VET sector in the range of available courses and training providers. Based on some of the focus groups undertaken, it would appear that this information is sometimes available to AMEP participants, typically on an *ad hoc* basis depending on the provider. Given the increasingly complex nature of the tertiary education system in Australia, relevant information could be delivered through a specific unit on post AMEP options for study, or more individual advice through the AMEP Counsellors.

As already discussed, the flexibility to include units from other VET courses will also facilitate improved transitions to further study by providing participants with both the experience and the accredited units towards further study.

Given the increased likelihood that younger migrants will want to go on to further study, specific youth transition programmes have been proposed.

As they typically have a history of disrupted education, young people from refugee backgrounds often require additional time and support to acquire sufficient literacy to cope with Australian education/training system expectations. RCOA therefore recommends that a targeted funding stream be introduced to support the systemic development of youth transition programs that bridge the gap between on-arrival English programs and mainstream education, training and employment. Such a funding stream should be based on best practice examples, such as Granville TAFE's Migrant Youth Access Program and the NMIT Young Adult Migrant English Course.

RCOA submission

Transitions into employment and further study are valid objectives for the AMEP but somewhat in excess of the programme's focus on initial settlement and functional English. If the programme is to make significant advances in ensuring improved transitions into employment and further study, this would constitute an expansion of the programme and would therefore require an attendant increase in the level of programme funding.

In many respects, current levels of stakeholder dissatisfaction with the rate of and opportunities for such transitions may reflect a misunderstanding of the programme's intent and the resulting unmet expectations on the part of both providers and participants. Further analysis could lead to beneficial proposals for an expanded curriculum, improved pathways and additional resourcing.

In the first instance, however, it is important that the intent and objectives of the programme be clearly communicated to AMEP stakeholders. This should also include the range of post AMEP options that may be available from the broader VET sector, in particular other Australian Government and state and territory government subsidised training.

Recommendation 9

The intent and objectives of the programme should be clearly communicated to AMEP stakeholders, including details on the range of post AMEP options that may be available within the broader VET sector, including other Australian Government and state and territory government subsidised training pathways.



7.1.7 The adequacy of the training allocation

The allocation of up to 510 hours

Despite the wide range of language and literacy needs, the AMEP provides up to 510 hours to all participants. It does not allocate an entitlement of hours according to individual level of proficiency or learning ability except to the extent that clients entering with higher levels of proficiency are likely to stop being eligible for AMEP before they reach 510 hours if they achieve functional English. The fixed allocation of hours appears to underpin the primary criticism of the AMEP, namely that it is a 'one size fits all' approach.

AMEP is, however, able to take some account for different levels of language learning needs through additional allocations of hours, namely:

- SPP, which offers humanitarian entrants with limited education or difficult pre-migration experiences, such as torture or trauma:
 - up to an additional 400 hours of English tuition for those under 25 years of age
 - up to an additional 100 hours of English tuition clients 25 years of age and over.

- SLPET, which provides eligible clients with an additional 200 hours of vocational-specific English language tuition which includes up to 80 hours of work experience to assist them to learn English while gaining familiarity with Australian workplace language, culture and practices.

Many stakeholders noted that the allocation of up to 510 hours is not based on either the literature regarding second language learning needs²² or the nominal hours of the CSWE curriculum framework.

The adequacy of 510 hours

The allocation of a fixed number of hours under AMEP is also in contrast to more typical models of VET funding which are generally based on the achievement of competency and training outcomes. Many stakeholders observe that the fixed allocation often leads to situations where clients either:

- do not have sufficient hours to get them to basic let alone functional proficiency
- are only able to achieve either CSWE I or II before exhausting their allocated hours
- are able to complete CSWE III without needing to use up their full entitlement.

The greatest emphasis is on the former, whereby 510 hours is considered to fall significantly short of what many migrants (in particular humanitarian migrants) require.

Consistent feedback has been provided over many years surrounding the insufficiency of the allocated hours within the AMEP program. Members report the core 510 hours are insufficient for people with low levels of literacy to become functionally proficient in English, let alone proficient in English to a vocational level necessary for employment. Hours allocated are not currently aligned to progression through the certificate levels within the curriculum.

SCOA submission

As set out in Section 5.3, only 7 per cent of clients that complete more than 500 AMEP hours reach a functional level of English as defined by AMEP and measured through the ISLPR.

Many stakeholders who support the need to increase the allocation of hours point to:

- the fact that the CSWE nominal hours are approximately 600 per level
- research that shows that about 2,000 hours are required for a person with no prior background to learn a new language.

Stakeholders identified a range of possible solutions to this issue including:

- increasing the overall allocation of hours
- adding further sub-programmes such as SPP to provide additional hours where required
- allowing CSWE IV to be delivered as part of AMEP
- allowing providers to retain and reallocate unused hours to clients with greater language learning needs
- capping AMEP training on the basis of the achievement of competency rather than on the basis of hours.

²² Research (Pillar I and McPherson P, 2007, How Long Does it Take to Learn English? unpublished) shows that the learning of another language requires on average 1800 hours.

Canada and the United Kingdom do not cap the number of hours of English language training offered to eligible clients. New Zealand provides study grants to refugees and academic migrants of up to 12 months' duration.

Alignment of the allocation of hours with the programme objectives

The 2008 internal review of the AMEP recommended that an increase in the number of hours offered through the AMEP be considered in the future.

However, the key issue with respect to the allocation of hours under the AMEP is not whether the 510 hour entitlement is the 'right' number of hours; the important policy question is whether every participant should be expected to achieve functional English, and the implied level of resourcing that is required to achieve this outcome.

As the AMEP Services Contract spells out "there has been an expectation in the past that the programme should be able to equip AMEP clients with Functional English in 510 hours of tuition". It notes that this 'expectation is unattainable and unrealistic' considering the low level of English language skills of many AMEP clients.

At present, the cap on hours serves an important function, by placing a limit on both the individual and total level of resourcing allocated to the AMEP, in doing so, the government implicitly accepts that not all participants will achieve the AMEP benchmark for English language proficiency – functional English. A capped universal entitlement necessarily means that some clients receive more than what they require while others have access to less than what they need. Functional English is therefore the aspirational end point and therefore the prescribed exit point for those that do achieve it.

As discussed in Section 7.1.1, a more accurate description of what the programme aims to deliver is "preliminary English skills in a specifically settlement context" through English language tuition "while introducing newly arrived clients to Australian social norms and practices, services, and the rule of law" (AMEP Services Contract 2011-17).

One prospective improvement to the allocation of hours – a personalised entitlement based on need as determined by a third party assessor – is discussed as one potentially significant improvement to programme design and efficiency in Section 7.2. However, subject to such a significant change and the attendant increase in funding, the legislated allocation of up to 510 hours should be retained, and the objectives and resulting scope of the programme reaffirmed with AMEP service providers, participants and other stakeholders.

Recommendation 10

Subject to any significant change to the universal entitlement model, and the attendant increase in funding, the legislated allocation of up to 510 hours should be retained, and the objectives and resulting scope of the programme reaffirmed with AMEP service providers, participants and other stakeholders.



7.2 Improvements to programme design and efficiency

While the AMEP evaluation findings have not identified many areas where the AMEP delivery could be significantly improved, the experience of the SEE programme suggests the following areas where design and delivery could be potentially improved:

- A personalised entitlement based on need
- Increased competition through multiple competing providers in a given region
- Independent validation of assessment.

A number of other ancillary improvements to better position the programme for the future are discussed below.

7.2.1 A personalised entitlement based on need

As discussed in Section 7.1.7, the current capped universal entitlement necessarily means that some clients receive more than they require while others have access to less than they need. Section 7.1.7 also outlined various proposals raised by stakeholders to ensure that AMEP participants have access to a more appropriate allocation of hours in the programme.

In considering the various solutions that have been proposed, one critical consideration is the extent to which an AMEP service provider is responsible for determining the allocation of hours. It is important to acknowledge that there is an inherent conflict of interest which may bias providers towards higher levels of allocation rather than less.

If the government were to consider a personalised entitlement based on need, the initial assessment and development of IPGs provides the ideal opportunity for determining the allocation of hours necessary to achieve functional English. The integrity of such an approach would be assured if the initial assessment and development of IPGs were undertaken by an independent third party.

To illustrate how such a model might operate, the following points outline the steps involved in arriving at a personalised entitlement:

1. A newly eligible migrant interested in participating in the AMEP would contact the nominated third party assessor in their state.
2. The third party assessor would first establish that the individual is indeed eligible for the AMEP, and then assess the individual's level of English language proficiency and ability to learn.
3. Based on this assessment the third party assessor would determine the number of hours available to the individual based on appropriate benchmarks
 - This would include determining the individual's eligibility for additional components of the AMEP such as SPP and SLPET.
4. On this basis the third party assessor would assist the individual in developing their IPG and discuss the likely outcomes of the programme for the individual (including the possibility that functional English might not be achieved).
5. The third party assessor may also recommend suitable cohort-specific classes, study modes and/or delivery locations.
6. Upon completion of their initial entitlement, the individual may request additional hours based on a subsequent assessment by the third party assessor.
 - Depending on the individual's ability and personal circumstances, the assessor may allocate additional hours or recommend other training programmes.

For some high needs learners, a cap on the hours may still mean that a proportion of participants continue to exit the programme with less than functional English.

The introduction of such a model would constitute a significant change to the AMEP and would therefore warrant further research into the detailed design and approach to implementation. The range of issues that require further investigation include:

- What are the skill, qualification and capability requirements of the independent third party assessors?
- How many third party assessors will need to be appointed nationally, taking into account economies of scale and other factors?
- To what extent will allocations be rules-based versus according to the discretion of the assessor?
- What are the appropriate minimum and maximum limits under this model?
- How will third party assessors maintain consistency of assessment and individual allocations?
- What is an appropriate performance monitoring framework for the third party assessors?

The introduction of such a model has the potential to more accurately provide AMEP participants with the hours required to achieve functional English. This will increase the level of resourcing required for some clients and the Department will need to employ a third party assessor. Some savings offsets could be achieved through third party determination of when clients have reached the benchmark level of proficiency, mitigating the potential, inadvertent or otherwise, for AMEP service providers to retain clients for longer than necessary as it is in financial interest to do so.

Resourcing will also better match the level of need of the migrant cohort as Australia's intake changes from year-to-year. In addition to the issues outlined above, modelling of the potential allocations could provide the government with an assessment of the likely net fiscal implications for the AMEP.

Recommendation 11

The Australian Government should consider introducing a personalised AMEP entitlement based on need. Consideration may be given to the use of third party assessors to determine client entitlement, taking into account the benefits, costs and implementation issues of such a personalised entitlement.

7.2.2 The phased introduction of increased client choice

The introduction of competitive tendering

Following the release of the Hilmer's National Competition Policy Review (1993) and the subsequent adoption of competitive principles adopted by Council of Australian Governments in the mid-1990s, the Allen Consulting Group produced a number of reports on competitive purchasing arrangements in the VET market,²³ including a discussion paper specifically on the purchasing arrangements and performance outcome measures for the AMEP for the Department of Immigration and Ethnic Affairs (Allen Consulting Group, 1995).

²³ See for example Allen Consulting Group 1994a and 1994b.

The discussion paper canvassed a range of issues related to possible competitive purchasing arrangements, including the current model of competitive tendering.

Following two years of consultation and continuing discussion with AMEP service providers and state education departments, the government proceeded to develop detailed specifications and commenced the tendering of the AMEP in 1997 (Martin 1998). According to Martin (1998), the Department of Immigration recognised that the move to competitive tendering would:

- optimise learning outcomes for clients
- attract the highest quality service providers
- allow clients to choose the service providers most likely to meet their needs
- provide greater flexibility for the AMEP to respond to changing conditions
- ensure value for money.

By 1998–99 contracts had been signed in all states for the delivery of the AMEP under the new arrangements.

The potential benefits of increased client choice

In 2014, the model of competitive tendering under the AMEP will continue to deliver the benefits of competition from one contract period to the next.²⁴ However, while it remained at the forefront of competition policy in the 1990s, the AMEP's one-provider-per-region approach is now at risk of falling behind other government policies and programmes which aim to encourage efficiency, innovative and client outcomes through client choice (discussed further in the AMEP & SEE Programme Alignment Report).

Some focus group clients reported that being limited to one provider meant they were unable to provide meaningful feedback to enact change regarding the quality of teaching and course content, particularly due to the lack of alternative options available other than travelling some distance to another campus/AMEP service provider.

Consultations also indicated that there are instances of AMEP service providers being unable to meet the demand for the AMEP in their contract region leading to clients facing considerable delays in commencing the AMEP and negatively impacting settlement outcomes.

The introduction of User Choice for apprenticeships and traineeships from 1997 through to the current state-based interpretations of the 2012 National Partnership Agreement for Skills Reform is part of a significant and ongoing transition for Australia's tertiary sector away from competitive tendering towards funding models premised on increased competition and client choice. Likewise, in its latest contracting round, the SEE programme has adopted a multi-provider model where two or more providers are appointed to deliver training in a given region.

As in the broader tertiary sector, it would appear that the next step in the evolution of the AMEP purchasing model could be the phased introduction of contractual arrangements that enable where practical two or more AMEP service providers in a given region. Having multiple providers in a given region could foreseeably lead to:

²⁴ It is important to acknowledge that competitive tendering and other purchasing models intended to harness the benefits of competition are not without costs and challenges; the submission from ACTA to the evaluation was staunchly opposed to competitive tendering generally, and in the AMEP in particular.

- improved marketing and engagement with prospective eligible migrants
- increased partnerships that better enable providers to meet client needs
- improved regional access and delivery
- specialist providers and models that cater to specific client cohorts
- unpredictable client-focused innovation
- reduced contract management requirements and contractual specificity (thereby increasing flexibility).

As discussed in Section 7.2.2, increasing the number of AMEP service providers nationally is also likely to mean an increased number of dual-providers delivering both AMEP and SEE, and thereby improved pathways between the two programmes.

The need for informed consumers

However, these benefits can only be realised if AMEP participants are able to make sufficiently *informed* choices with respect to which providers are likely to be the most suitable for them. Given that AMEP clients by definition suffer from a language barrier, the ability of eligible migrants to select from two or more possible AMEP service providers cannot be assumed. It is likely that for at least some participants, the choice between two or more providers will be at best inconsequential, and at worst daunting.

It is not necessary for all clients to be highly discerning for the benefits of choice to be realised. Even if only a small proportion of customers are capable of identifying positive traits and are able to switch providers accordingly, this is often sufficient to deliver broader benefits and drive improvements across the system. It is conceivable that notwithstanding the language barrier, some (possibly many) AMEP participants will be able to identify the types of courses that meet their needs, seek advice from others in their community who have previously had experiences with prospective providers, consult other relevant AMEP service providers such as HSS and SGP providers on their options, and choose or change AMEP service providers as appropriate.

That being said, a key feature of the AMEP that should not be lost is the presence of high quality providers contracted to deliver the programme; the introduction of increased client choice should not allow compromise in the standard of the quality of providers.

The introduction of multiple providers should only be undertaken in regions where there are viable numbers of participants to support sustainable competition. In remote and regional areas for example, the fragmentation of delivery, duplication of infrastructure, and loss of economies of scale may outweigh the benefits of completion. In extreme cases, a given region with one viable provider may be unsustainable with two providers (in part, this would depend on the bids submitted in the tender process).

It should also be introduced in a phased manner, for example beginning with pilots in large capital cities that are already divided into two or more regions. The large cities of Sydney, Melbourne, and Perth, already comprise contiguous metropolitan areas comprising two or more regions serviced by two or more AMEP service providers; merging these regions and overlapping provider footprints would make for an immediately competitive market with few attendant risks.

The move to a competitive multi-provider model would constitute a significant change in programme design and therefore – following the approach taken in the introduction of competitive tendering to the AMEP in the late 1990s – this transition should only be

introduced following an extended period and process of consultation, analysis, design, and implementation.

Recommendation 12

The Australian Government should consider the introduction of contractual arrangements that include two or more AMEP service providers competing in a single region. Such an arrangement should be considered where there is sufficient demand to support multiple providers, and should be phased, commencing with pilots in the large capital cities where two or more providers already operate in adjacent regions.



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SUPPLEMENT TO
THE ACTA *INTERIM STATEMENT*
and
THE ACTA SUBMISSION ON THE DISCUSSION PAPER
REFORM OF THE ADULT MIGRANT ENGLISH PROGRAM

*Towards a Payment Model to
Incentivise Authentic Outcomes from the AMEP*

19th July 2021

The Question

An unresolved question in the ACTA meeting on 13th July 2021 with various experts and Department of Home Affairs officials responsible for the AMEP was how to arrive at a **viable outcomes-governed system by which providers should be paid**, given that payments are no longer constrained by the previous restrictions on tuition hours and a low English proficiency exit point.

Basic Principles

ACTA proposes that the following basic principles should govern any AMEP payment system:

1. The payment system should support and encourage the AMEP outcomes specified in the ACTA Interim Statement, viz.:

- i. **participation** in the AMEP (enrolments and retention) evaluated in relation to evidence-based benchmarks
- ii. **English language gains** evaluated in relation to evidence-based benchmarks
- iii. **student satisfaction** evaluated in relation to evidence-based benchmarks
- iv. **Program quality standards** evaluated on an A – E rating scale based on recognised Program Standards for English for adult migrants
- v. **a robust evidence base** that supports Outcomes 1 – 4, demonstrates the AMEP's contribution to national goals and promotes continuous improvement.

Conversely, the payment system should not undermine or run counter to these outcomes.

As ACTA has demonstrated in our Interim Statement (see Table 2, p. 9 and section 4, pp. 15-17), the payment system proposed in the AMEP Discussion Paper does not accord with this principle.

2. The payment system should offer quality providers the assurance of stability to allow them to:

- i. plan ahead
- ii. employ teachers and offer them reasonable conditions in regard to security of employment and working conditions

- iii. set and establish facilities and infrastructure for program delivery at an appropriate standard (see Outcome 4 above and our answer to Question 25)
- iv. cope with the inevitable fluctuations in student enrolment, attendance, retention, relocations and exits
- v. cater for a range of learners from fast-paced high achievers to slow-paced vulnerable learners and those with special needs
- vi. provide classes at hours and with content that responds flexibly to local learner needs, aspirations and situations
- vii. build networks with community/ethnic organisations, employers, Job Active providers etc
- viii. innovate in all aspects of program delivery, development of teacher resources and collaboration other AMEP providers.

Conversely, the payment system should not incentivise gaming in order to mitigate risk, for example:

- stacking classes and misrepresenting class sizes
- favouring/prioritising certain students over others
- excluding students and/or limiting their choices
- pressurising teachers to act against their professional judgements on how best to promote student outcomes and meet student needs.

As we have demonstrated in the ACTA Interim Statement, the payment system proposed in the DHA Discussion Paper does not accord with this principle.

3. The payment system should reflect a comprehensive, coherent, rational and transparent approach to supporting the overall operation of the AMEP.

See ACTA Interim Statement, Figure 3 and section 3.

Conversely, the payment system should not be used to promote one aspect/component of the AMEP in a way that displaces or unbalances others.

The payment system proposed in the AMEP Discussion Paper will prioritise reports on student assessments in a way that disrupts teaching (to focus narrowly on the curriculum), how assessments are staged to reflect genuine student learning, how teaching is delivered (favouring “conversation classes” for slow-paced learners), and student support (by reducing access to child care and volunteer tutors, and limiting the potential of counselling to support the five Outcomes specified in the ACTA Interim Statement).

4. The AMEP should continue to be demand-driven at least for the foreseeable future.

The measurement of individual provider performance against the five Outcomes in the ACTA Interim Statement should be the mechanisms that ensure accountability.

ACTA's Proposal

Following the 13th July meeting, participant Michael Tynan, CEO Social Compass, wrote to ACTA as follows:

Reflecting on that last discussion I am trying to disentangle the key concerns.

Is it that paying on attendance is now going to be gamed because of the unlimited hours? I.e. providers might keep participants in the system without regard to them achieving the goals of the AMEP in order to generate income?

A quality system such as you are proposing should address this as you would be able to track student progress over time (by cohort) and compare this with similar cohorts at other providers. Therefore providers gaming the system would be caught out by the quality processes.

The department is arguing that paying on assessments will address this, however you have identified the perverse incentive of students being 'forced' to do assessments where in the teachers' professional judgement they may not be ready to take the assessment.

So wouldn't a simple way of addressing this be:

Pay providers based on enrolments with this modified by a retention measure (either halfway through the term or towards the end of the term). This reduces the admin burden of recording hours.

Providers could also be asked to report on their assessment measures for their cohorts (frequency and outcomes) which is reflective of how quickly they progress through the curriculum. Over time there would be benchmarks established for different cohorts which should pick up if some providers are gaming the system and not providing a quality education (or that some providers are higher quality than others - it might not be gaming at all). This measure can then be reviewed by the quality assurer (i.e. it is not part of the payment system) as part of their annual assessment.

Again it comes back to teachers being in the game because they are committed and will be actively working for their students to progress contingent on all those externalities that AMEP students face. But you do need protections against poor providers who may be tempted to game the system if quality controls aren't in place.

This suggestion was circulated for comment to the other participants and others with whom ACTA regularly consults.

In line with this email and the principles above, and based on further feedback, ACTA proposes the following payment system. We further propose that the Department consult with providers regarding its viability.

1. Set-up costs

The funding model should include **set up costs** based on an analysis of data from previous contracts.

Contracts should be awarded only to providers who will clearly have the necessary infrastructure to operate the AMEP at an appropriate standard *from the commencement of the contract* (e.g. suitable venues with classrooms, a staffroom, toilets, teaching equipment, teaching materials) – this did not as happen with the 2017 contracts, at least in Hobart and Canberra.

We therefore anticipate that set up costs would mainly be devoted to employing qualified TESOL teachers.

2. On-going payments

These should be a **fixed per capita amount per term** (set according to the delivery mode – fulltime/parttime/DL etc.) based on **the number of students** enrolled and attending in the first week of the term. These payments should be made monthly to maintain cash flow.

Payments should be made **irrespective of whether a student attends every lesson**. It should be specified (following consultation with providers) what constitutes a *student exit* from a Centre’s program (e.g. subsequent non-attendance/very irregular attendance leading to counselling to withdraw/no contact for, say, 2 weeks) which would trigger cessation of the payment for that student.¹

Individual attendance records for each hourly class should be strictly maintained, reported monthly to the Department by providers, and carefully monitored and audited through quality assurance.

There should be a **cap on payments in relation to class numbers**, i.e. payments should assume no class consists of more than 20 students per term. If a student withdraws from a class, he/she can be replaced by someone else up until Week 6 of the term.

Provider reporting, performance monitoring against KPIs (see ACTA Outcomes 1 and 2) and quality assurance (ACTA Outcome 4) should include close inspection of data on attendance and retention.

The principles underpinning this method of on-going payments are that:

- providers are paid *for delivering* the AMEP
- the Department/government *bears some of the risk* in delivering classes to students with the particular characteristics and vulnerabilities for whom the AMEP caters
- the need for complex “cohort payment adjustments” (that can be rorted) is avoided
- payment for *delivering* the AMEP is distinguished from AMEP *performance management* (including promoting outcomes)
- *performance monitoring and quality assurance* mitigates rorting and provides the necessary accountability
- *consistency in measuring the achievement of ACTA Outcomes 1 - 5 in relation to evidence-based benchmarks* provides valid and reliable performance measures for individual providers and the AMEP overall, including from one contract period to the next
- *stability of payments* disincentivises rorting by quality providers
- providers who rort the payment system are caught out by *careful and regular examination of attendance records and English gains* in relation to evidence-based benchmarks (that include data on different cohorts of students).

¹ Those who wish should be permitted and encouraged to re-enrol in a subsequent term.

3. Special purpose grants

In addition to the above, providers should be able to apply for additional annual grants based on an annual work plan that is directed to special initiatives, for example, the SLPET, community outreach, developing on-line capability, supporting DL (as per our answer to Q 10) etc.

Evaluation of provider performance using special grants should be in accord with the five Outcomes specified in the ACTA Interim Statement.

4. Student support (childcare, counselling & pathway guidance, volunteer tutor scheme)

See our answers to relevant questions in our Submission on the Discussion Paper.

In addition, the Department should vigorously pursue States/Territories to allow discounts for **AMEP students on public transport**. Alternatively, the Department should seek recognition for an AMEP student discount ID card (renewable, say, every six months).

5. Contracts

Contracts should be as long-term as is tolerable within overall government procurement guidelines. Long-term AMEP contracts can be justified with reference to the need for stability and long-term planning in delivering quality educational programs and the indisputable evidence that AMEP participation, quality, efficiency and cost-effectiveness are all substantively disrupted when contracts are lost and won.

However, the corollary of long-term contracts should be that they include the clear and certain possibility that a provider can be requested to show cause and have their contract terminated (with six months' notice) if they fail for two consecutive years to meet KPI benchmarks directed to the five Outcomes in the ACTA Interim Statement.² These penalties should be enforced and not seen as a last/undesirable resort by the Department.

ACTA does not accept the proposition advanced in the 13th July meeting that the option of terminating contracts would destabilise the AMEP or entail additional costs. On the contrary, it would incentivise quality performance and stability. It would be considerably more cost effective than tendering for shorter-term contracts.

Providers should also be given the assurance that consistent achievement of agreed Outcomes benchmarks is a prime criterion in the award of future contracts. This incentive would truly drive the desired AMEP outcomes.

² As per the point made in the 13th July meeting, contractual requirements may include requirements over and above the achievement of KPIs based on the five Outcomes proposed by ACTA. However, the five Outcomes-directed KPIs should provide the basis for determining the retention/loss of contracts by individual providers.



AUSTRALIAN COUNCIL OF TESOL ASSOCIATIONS

PROPOSAL FOR AN AMEP ADVISORY BODY

Rationale

A central recommendation of the most recent AMEP review was the creation of an AMEP Advisory Committee, viz.:

The department should establish an AMEP Advisory Committee, representing all key stakeholders, to oversee change, innovation and continuous improvement in the AMEP.

(Social Compass, 2019. Evaluation of the Adult Migrant English Program New Business Model, p. 22)

The report pointed out that “*with better expert advisory structures, some major challenges and unintended consequences of implementation [of the previous contract] may have been avoided.*” It noted that “*the organisational change literature argues that the active engagement of staff delivering programs is central to effective program redesign*”. Essential to continuous improvement is making use of “*the expertise of AMEP teachers and service providers, who are at the forefront of program delivery.*”

In September 2020, the Department of Home Affairs appointed an AMEP Advisory Committee of 7 members for “*an initial period of six months.*” Its role was to “*oversee reform implementation, innovation and continuous improvement in the AMEP*”. That Committee was disbanded in July 2021.

The following proposal is for an advisory body that is **different to the previous Committee, in that:**

- advice from the advisory body goes directly to both the Immigration Minister and the Department
- the advisory body is set up by the Department (and ultimately the Minister) but its membership is nominated by stakeholders and approved by the Minister
- the advisory body has an initial term of office for 3 years, albeit with changes of membership, but its continuing existence is assumed
- confidentiality requirements are limited.

Purpose of the advisory body

To provide regular and on-going advice to the Immigration Minister and Department of Home Affairs on all matters professionally-related to the AMEP.

Membership

The membership of the body to represent:

ACTA (2 members)

AMEP providers (2-3 members nominated by the AMEP managers’ group)

AMEP teachers (1-2 members proposed jointly by ACTA and provider members)

Settlement Council of Australia (1 member)

Australian Education Union & Independent Education Union (1 each)

Members to be nominated by the bodies they represent and approved by the Minister.

Membership to be reviewed & reconfirmed annually.

Commencement: as soon as possible and well in advance of finalising the RTF.

Initial term: 3 years.

Meetings

The advisory body to be chaired and given executive support by Department of Home Affairs AMEP Team officials. Other DHA and interdepartmental personnel in attendance as appropriate.

Confidentiality:

- Agendas and minutes **not** confidential; circulated to all AMEP providers and other stakeholders.
- Supporting papers released by agreement with DHA
- Details of actual meeting discussions subject to confidentiality agreements.
- Members of the body free to speak to stakeholders about items detailed in the minutes but not actual meeting discussions.

Timing: initially at least monthly; later as agreed.

Possible Topics for Initial Meeting Discussions & Advice

1. The forthcoming RTF:
 - a. Optimal timing
 - b. How best to obtain feedback on a draft RTF
2. Developing an authentic and effective AMEP outcomes and quality assurance framework
3. Contracting for the AMEP: how to maximise effectiveness, efficiency and quality
4. Feedback on and review of the Information Management system.
5. Teacher recruitment, qualifications and professional development.
6. On-going review of the curriculum, approaches to curriculum and relationship to ASQA requirements.
7. Effective development & utilisation of AMEP resources, including recovery of lost quality resources.

Standards-Based Quality Assurance: the ACTA proposal

The following five outcomes are largely under the control of those who administer and deliver the Program. Performance against these outcomes can be validly and reliably measured. These measurements can be used to evaluate providers' and the Government's delivery of the Program.

1. Adult migrant English language learners' participation in the AMEP

Participation can be measured over time and evaluated in relation to evidence-based benchmarks for various learner cohorts, taking account of key external variables, notably (un/)employment rates.

2. AMEP students' English language gains

English gains can be measured, tracked and evaluated against evidence-based benchmarks for various cohorts, taking account of entry levels (including age and previous education) and the time spent in the Program.

3. AMEP student satisfaction

Students' can be asked to evaluate their AMEP experience in relation to program quality, their personal goals and the overall national goals served by the AMEP. These evaluations can be consistently and routinely documented through a simple, well-designed and appropriately administered process, measured and tracked over time, and used to develop evidence-based benchmarks. They do not need to be expensive and could be administered in class.

4. AMEP provider quality

Individual provider quality can be assessed according to recognised standards for English language programs for adult migrants. Comprehensive AMEP standards were developed, published and used under previous contracts (NEAS, 2009). To measure provider quality, reports on providers' performance in relation to standards can be mapped onto an A–E scale.

5. The evidence base that supports AMEP policies, practices and evaluations

The AMEP should be supported by a robust evidence base that:

- provides benchmarks for Outcomes 1 – 4 above
- independently researches and documents the AMEP's contribution to national goals
- creates knowledge and feedback loops for continuous improvement.

See Table 1 on the next page.

Table 1: How AMEP outcomes can be operationalised and measured

<i>Outcomes</i>	<i>What should be measured?</i>	<i>What would count as success?</i>
1. Participation	The number of adult migrant English language learners (i.e., those with less than “vocational English”) who participate in the AMEP.	Achieving or exceeding evidence-based benchmarks for enrolments and retention rates based on (1) long-term AMEP data on enrolments & retentions, (2) benchmarks established for Outcome 2, ¹ and (3) extrinsic factors, notably labour market data. See Outcome 5.
2. English language gains	<p>1) English entry & exit levels of those who enrol and stay in the AMEP for at least, say, five weeks.</p> <p>2) Learner achievement of competencies in the AMEP curriculum (viz. the <i>EAL Framework</i>).</p>	Achieving or exceeding evidence-based benchmarks for learner gains in the national AMEP curriculum for different learner cohorts in relation to (1) their English entry levels (2) previous education (3) age (4) experience of torture & trauma, (5) mother tongue/first language, and other recognised factors that impact on language learning. See Outcome 5.
3. Student satisfaction	AMEP student responses to validly and consistently designed and administered survey questions about their AMEP experience in relation to national goals, personal confidence & quality of teaching.	High satisfaction levels in relation to personal confidence, AMEP quality and its contribution to national goals. See Outcome 5.
4. Program quality	Assessment of each provider’s performance on an A–E rating scale against a comprehensive, relevant and agreed set of program standards, for example, the NEAS 2009 <i>AMEP Manual Standards and Criteria for AMEP Providers</i> . ²	Providers performing at A or B level according to independent assessments of performance against these standards by experts in program delivery, including teaching English to adult speakers of other languages.
5. A robust and credible evidence base that supports the AMEP overall and Outcomes 1-4 in particular.	<p>The overall research base would not be measurable in any meaningful way, but specific research questions will include measurements that should be clearly valid and reliable.</p> <p>Measures of Outcomes 1–4 will be valid and reliable <i>if and only if</i> benchmarks are based on a robust evidence base.</p>	<p>The evidence base meets the following criteria:</p> <p>Sound evidence supports the benchmarks for Outcomes 1-4 and are consistently applied from one contract to the next.</p> <p>In-depth independent research:</p> <ul style="list-style-type: none"> • shows how learners’ AMEP experience promotes the national goals served by the AMEP • pursues both specific and more general questions about the AMEP, its existing and potential students, and the Program’s contribution to national goals. <p>The evidence base supporting the AMEP is transparent and accessible to examination in the public domain.</p>

¹ That is, retention benchmarks will vary according to the factors that determine rate and level of progress, which, in turn, relate to previous English proficiency and level of schooling.

² The NEAS AMEP Standards were developed following a recommendation from the Auditor General in 2001. They provide detailed specifications for the following 7 Standards: Premises, Professional & Administrative Staff, Educational Resources, Program Delivery, Support Services, Program Evaluation and Program Promotion.



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

**FOR THE PROVISION OF THE ADULT MIGRANT ENGLISH
PROGRAM (AMEP)**

HOMEAFFAIRS/2165/RFT

ATTACHMENT A: STATEMENT OF REQUIREMENT

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PART 1 – OVERVIEW OF THE REQUIREMENT

SECTION 1: OVERVIEW OF THE PROVISION OF ADULT MIGRANT ENGLISH PROGRAM SERVICES

1 BACKGROUND INFORMATION

- 1.1.1 On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs (the Department), was formally established.
- 1.1.2 The Home Affairs Portfolio brings together migration, cyber and infrastructure security and resilience, and border-related functions, working together to keep Australia safe.
- 1.1.3 The Department is committed to ensuring the provision of high-quality settlement services, which support migrants and humanitarian entrants in their transition to life in Australia.
- 1.1.4 Further information about the Department's strategic direction and current work can be viewed on the Department's website www.homeaffairs.gov.au.

1.2 Adult Migrant English Program Overview

- 1.2.1 The Adult Migrant English Program (AMEP) is the Australian Government's longest running and largest settlement program. It provides English language tuition to eligible migrants and humanitarian entrants to help them learn English language and settlement skills to increase their social and economic participation in Australia. Participation in the AMEP is voluntary. The AMEP is administered and funded by the Department and legislated under the [Immigration \(Education\) Act 1971](#) (the Act). The Act provides access to free English language tuition to eligible visa holders if they do not have Vocational English and are not otherwise excluded by legislation or policy settings from being provided with English tuition. The AMEP is for migrants and humanitarian entrants aged 18 and over, however those aged between 15 and 17 years, who do not have Vocational English and whose needs are not met through mainstream schooling, may also be eligible to participate in the AMEP.
- 1.2.2 The AMEP is delivered flexibly by contractors to respond to the individual learning goals and circumstances of Clients, including Clients who have limited or no history of formal classroom tuition, have no or low literacy in their home language/s, have experienced pre-migration trauma, and those who live in remote and regional Australia.
- 1.2.3 The AMEP is an hourly tuition payment model based on Scheduled Attendance where the Client has been marked as in attendance. The Contractor must factor costs associated with Scheduled Tuition Breaks into their hourly tuition rate, in accordance with the relevant state and territory Work Health and Safety requirements and any applicable industry sector standards (refer to Section 3 – Detailed Description of Services and Attachment C – Pricing Schedule).
- 1.2.4 The required delivery arrangements for AMEP Contractors, including program delivery guidance, are further detailed in this Statement of Requirement and the SPIs (Appendix 1 to the RFT COT).

1.3 Contract Regions

- 1.3.1 The AMEP is delivered nationally, with Services including Distance Learning, to be delivered in 23 Contract Regions (CRs) which encompass the whole of Australia (see Appendix 2 to the RFT COT). These CRs align with the Australian Statistical Geography Standard (ASGS) Regions developed by the Australian Bureau of Statistics.
- 1.3.2 The need for geographical borders such as CRs is to ensure service delivery is spread

equitably and that services are not clustered in highly populated areas (see Appendix 2 to the RFT COT).

- 1.3.3 AMEP Client statistics are presented to provide the Contractor with an indication of the degree of Client activity within each CR (Appendix 3 to the RFT COT).
- 1.3.4 The Department's intention is that one (1) successful Contractor will provide the Services for each Contract Region.

[Note to Tenderers: Tenderers may tender for one or more CRs. Each tender will be evaluated as a stand-alone tender for each CR for which the Tenderer tenders. One Contractor will be contracted for each CR.]

1.4 Policy and Legislative Framework

Eligibility and access to AMEP

- 1.4.1 The [Migration Act 1958](#) relates to the entry into, and presence in, Australia of non-citizens, and the departure or removal from Australia of non-citizens and certain other persons.
- 1.4.2 The [Immigration \(Education\) Act 1971](#) states under section 4A Eligibility for English courses that:
 - (a) A person is eligible for the purposes of this Act if he or she:
 - i. is in Australia; and
 - 1. holds a permanent visa; or
 - 2. holds a temporary visa of a class specified in a legislative instrument made by the Minister; or
 - 3. previously held a permanent entry permit or a permanent visa and has become an Australian citizen; or
 - 4. is aged under 18 years and has at least one (1) parent who has held or holds a permanent entry permit or permanent visa; and
 - ii. does not have [Vocational English](#) (note: the *Immigration (Education) (Standards for Vocational English) Instrument* may be updated to recognise at least [EAL Framework](#) (Access) Certificate III as Vocational English for AMEP purposes from 1 January 2026); and
 - iii. is not ineligible under section 4C or 4D.
 - (b) The Minister may, by legislative instrument, make a determination specifying a class of [temporary visa](#) for the purposes of subparagraph (a)(i)(2).
- 1.4.3 The [Immigration \(Education\) Act 1971](#) states under section 4B Obligation to provide tuition in an English Course that:
 - (a) the Minister must provide, or arrange the provision of, tuition in an approved English course to a person, while that person is eligible, if the person:
 - i. holds a permanent visa; and
 - ii. was aged at least 18 years on the first day the person was in Australia on or after the day when the permanent visa came into effect; and
 - iii. has paid, or is exempt from paying, visa application charge under section 45A of the Migration Act for the permanent visa; and

- iv. did not, at any time before the permanent visa came into effect, hold another permanent visa while in Australia; and
 - v. is not excluded from the application of this section by the [Immigration \(Education\) Regulations 2018](#).
- (b) This section does not limit section 4.
- 1.4.4 In accordance with the [Immigration \(Education\) Act 1971](#), the Minister with responsibility for the AMEP may specify procedures or standards for the definition of Vocational English.
- 1.4.5 Under the [Immigration \(Education\) Act 1971](#), the Commonwealth's obligation to provide English tuition to an eligible person whose Visa Commencement Day is on or before 1 October 2020 continues until the person has reached Vocational English.
- 1.4.6 Under the [Immigration \(Education\) Act 1971](#), the Commonwealth's obligation to provide English tuition to an eligible person whose Visa Commencement Day is after 1 October 2020 continues until:
- (a) the person has reached Vocational English;
 - (b) the person fails to register with the provider of an approved English course within 12 months after the Visa Commencement Day (for those under 18 years);
 - (c) the person fails to register with the provider of an approved English course within six (6) months after the Visa Commencement Day (for those 18 years and over);
 - (d) the person fails to commence an approved English course within 12 months after the Visa Commencement Day; or
 - (e) the end of the period of five (5) years starting on the person's Visa Commencement Day.
- 1.4.7 The onus is on the eligible person whose Visa Commencement Day is after 1 October 2020 to meet the prescribed timeframes.
- 1.4.8 The *Immigration (Education) Act 1971* also provides that the obligation under section 4B to provide an eligible person with English tuition may be extended in certain prescribed circumstances, in accordance with the *Immigration (Education) Regulations 2018*. For example, an eligible person may be able to register later than the six (6) to 12 months after the Visa Commencement Day.
- 1.4.9 The Australian Government continues to further improve English language, employment and settlement outcomes for Clients. Further details about the AMEP, the legislative reforms and consultations undertaken are at <https://immi.homeaffairs.gov.au/settling-in-australia/amep/about-the-program>

[Note to Tenderers: This information is provided for background purposes only and should not be taken to be a complete representation of the law or Commonwealth policy. Tenderers are expected to seek their own professional advice in relation to this information. Tenderers should note that legislative and policy changes may occur during or after the release of this RFT].

2 OVERVIEW OF THE SERVICES

2.1 Overview of the Requirement

- 2.1.1 The Department seeks to engage suitably qualified Contractors to provide AMEP Services (Services) to Clients and the Department, as specified in this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT).

- 2.1.2 Services must be provided by the Contractor in each CR that it is tendering for, as specified in this Statement of Requirement and the Draft Services Agreement (Attachment E).
- 2.1.3 The Services must be provided by the Contractor as specified in this Statement of Requirement, including but not limited to:
- (a) **Sites, Facilities, Equipment and Resources** in accordance with paragraph 3.2 including:
 - i. providing the sites, facilities, equipment and learning resources necessary for delivery of the AMEP.
 - (b) **Commencement Process for Potential Clients** in accordance with paragraph 3.3, including:
 - i. undertaking Client registration, Initial Assessment, extension of Time Limits (where applicable), entry interview (including initial Pathway Guidance set up) and Enrolment.
 - (c) **Client Exit** in accordance with paragraph 3.4, including:
 - i. completing the exit process for each Client being legislatively exited from the Program.
 - (d) **English Language Tuition** in accordance with paragraph 3.5, including:
 - i. flexible delivery modes, including;
 - 1. Classroom Tuition - Face-to-Face Tuition and Virtual Participation;
 - a. can occur in formal, community and workplace settings (in collaboration with community organisations and employers).
 - 2. Mixed Mode Tuition; and
 - 3. Distance Learning tuition.

[Note to Tenderers: Indicative Client data is set out in Appendix 3 to the RFT COT].

- (e) **Curriculum** in accordance with paragraph 3.6, including:
 - i. delivery using the AMEP national curriculum, [the EAL Framework](#).
- (f) **Pathway Guidance and My AMEP Plan (MAP)** in accordance with paragraph 3.7, including:
 - i. to Clients, through the delivery of settlement, vocational and educational advice and support, and referral to personal issues counselling and relevant community support services or programs, as appropriate.
- (g) **Volunteer Tutor Scheme (VTS)** in accordance with paragraph 3.8, including:
 - i. provision of additional informal English language assistance through trained Volunteer Tutors, usually on a one-on-one basis, in a safe and mutually suitable location, or online.

[Note to Tenderers: indicative VTS Client data is set out in Table 3 of Appendix 3 to the RFT COT].

- (h) **AMEP Work Connect** in accordance with paragraph 3.9, including:
 - i. provision of employment-focused English language tuition and related work experience opportunities to familiarise Clients with Australian workplace

culture and values.

- (i) **AMEP Innovate** in accordance with paragraph 3.10, including:
- i. at the invitation and approval of the Department, piloting initiatives and projects to enhance Client English language, settlement and employment outcomes. This may include, but is not limited to, facilitating smaller class sizes targeted at specific cohorts, facilitating stronger connections with community and employment groups, exploring new teaching or delivery methods, or the use of new or updated technology (or both).
- (j) **Child care services** in accordance with paragraph 3.11, including:
- i. the provision of, or the arrangement of the provision of, and ongoing management of suitable and culturally appropriate Child care services and placements to facilitate Client attendance at Face-to-Face Tuition and an AMEP Work Connect work experience placement or similar in AMEP Innovate; and
 - ii. Clients with Children up to and including six (6) years of age who are not enrolled in compulsory schooling are eligible to access free Child care whilst attending Face-to-Face Tuition or an AMEP Work Connect work experience placement.

[Note to Tenderers: indicative annual data is set out in Tables 4, 5 and 6 of Appendix 3 to the RFT COT].

- (k) **Professional Learning (PL)** in accordance with paragraphs 3.12 and 3.14, including:
- i. the delivery of annual in-house PL for AMEP teachers;
 - ii. engaging with the Department and the Department's AMEP Academy Provider in the design, development and delivery of the AMEP Academy; and
 - iii. participation in or leading topic specific Communities of Practice.
- (l) **Resource Development** in accordance with paragraphs 3.13 and 3.14, including:
- i. provision of high quality educational resources required by the Contractor to deliver the Services in line with the EAL Framework;
 - ii. utilising available supplementary resources provided by the Department such as AMEPOnline and English Ready booklets to support delivery of the AMEP; and
 - iii. participating in resource development, including as requested by the Department or the Department's AMEP Academy Provider.
- (m) **Marketing and Promotion** in accordance with paragraph 3.15, including:
- i. actively marketing and promoting the Services to potential referring agencies and Clients in accordance with the SPIs (Appendix 1 to the RFT COT);
 - ii. ensuring all AMEP marketing and promotional material is approved by the Department;
 - iii. ensuring promotional material clearly acknowledges Commonwealth funding, in accordance with the AMEP Brand Guidelines and the SPIs (Appendix 1 to the RFT COT);
 - iv. maintaining current information and an accurate, user-friendly website and

social media presence in accordance with the SPIs (Appendix 1 to the RFT COT).

- (n) **Stakeholder Relationships** in accordance with paragraph 3.16, including:
- i. establishing and maintaining productive relationships with key stakeholders such as settlement, education, skills and employment providers, local community organisations, employers and other key stakeholders.
- (o) **Additional Services** in accordance with paragraph 3.17, including:
- i. upon the Department's request, preparing and submitting to the Department a proposal for the provision of Additional Services in the form notified by the Department; and
 - ii. the provision of Additional Services may include such things as additional quantities or frequency of Services, additional training, or projects relating to the delivery of the Services.
- (p) **Transitional Arrangements for Transferring Clients and Former Clients** in accordance with paragraphs 3.3 and 3.19, including:
- i. undertaking a Commencement Process and Placement Review for each Transferring Client and Former Client in accordance with paragraph 3.19; and
 - ii. providing all Services to Transferring Clients and Former Clients (or both) for their CR, in accordance with this Statement of Requirement.
- [Note to Tenderers: indicative annual data is set out in Appendix 3 to the RFT COT.]***
- (q) **Contract Relationship Management, Meetings and Reporting** in accordance with paragraphs 4.1 to 4.4, including fulfilment of all meeting and reporting requirements.
- (r) **Planning and Program Implementation** in accordance with paragraphs 4.4 to 4.18, including developing, adhering to and the regular updating of a suite of plans and documents in relation to the provision of the Services.
- (s) **Business Quality Assurance** in accordance with paragraphs 4.16 including:
- i. adhering to the VET Quality Framework and complying with all its components;
 - ii. adhering to the requirements of [the EAL Framework](#) curriculum; and
 - iii. maintaining a quality management system.
- (t) **Complying with the AMEP Performance Management Framework** in accordance with paragraphs 4.17, 4.18, 4.19 and 4.20, including:
- i. participating in regular contract management meetings and fulfilling all reporting requirements;
 - ii. participating in the AMEP Quality Assurance Program;
 - iii. co-operating with Internal and External Audits and
 - iv. performance measurement against Key Performance Indicators.
- (u) **ICT Systems, IMS and Data** in accordance with paragraphs 4.8, 4.21 to 4.24, including:
- i. provision of ICT policies and procedures;
 - ii. utilising the Department's IMS (being the IMS most recently notified by the

Department and as updated from time to time) and ensuring that all required information/data is recorded in this system and exchanged with the Department;

- iii. implementing and maintaining any systems (or additional systems) required in order to meet the Contractor's obligations under the Draft Services Agreement (Attachment E), which meet the minimum ICT requirements set by the Department;
 - iv. complying with the privacy requirements, as directed by the Department;
 - v. meeting Departmental ICT and security requirements as updated and varied by notice from the Department to the Contractor from time to time;
 - vi. utilising the required user authentication solution;
 - vii. complying with the required security requirements; and
 - viii. complying with the IMS Data Exchange Protocol (see Appendix 6 to the RFT COT).
- (v) the Department will notify the Contractor of its requirements for information management and the IMS from time to time. The Department will provide advance notice to the Contractor of any changes required to ICT systems or the IMS before implementing those changes.

[Note to Tenderers: the Department's Information Management System (IMS) is expected to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). There will be updates to the IMS required from time to time during the Contract Term. For IMS information and requirements, Tenderers should refer to the IMS Solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

2.2 General Services Requirements

- 2.2.1 It is a Condition for Participation in this RFT that the Tenderer must, at the Closing Time, be a Registered Training Organisation (RTO) registered with at least one of the following regulatory bodies:
- (a) Australian Skills Quality Authority (ASQA), see <http://www.asqa.gov.au>;
 - (b) Victorian Registration and Qualifications Authority (VRQA), see <http://www.vrqa.vic.gov.au>; or
 - (c) Training Accreditation Council (TAC), Western Australia, see <http://www.tac.wa.gov.au>.
- 2.2.2 The Contractor must have the AMEP national curriculum, i.e. the EAL Framework (see [the EAL Framework](#) on their scope of registration, as evidenced by the tendering organisation on [Skills: training.gov.au](http://Skills.training.gov.au), or provide details of how the Contractor will have [the EAL Framework](#) on their scope of registration prior to the Service Delivery Date (see Attachment F – Glossary) as detailed in Section 3 – Detailed Description of Services.

[Note to Tenderers: To deliver qualifications within the EAL Framework, RTOs must apply to their regulatory body to get the curriculum on scope. Tenderers are notified that a new qualification for their scope of registration can take time. Tenderers are encouraged to allow sufficient time to satisfy this requirement, if required, for their Tender response. For example, ASQA states on their website that they will process change of scope applications within six months, subject to the application being complete on submission. The time that an RTO may take to prepare the required

resources will depend on a range of factors, such as familiarity with the curriculum, staffing and availability of resources. Further information is provided on the websites of each regulatory body, as follows:

(a) ASQA: <https://www.asqa.gov.au/rto/change-scope-registration/add-items-scope-registration>

(b) VRQA: <https://www.vrqa.vic.gov.au/VET/Pages/determining-scope-of-registration.aspx>

(c) TAC: <https://www.tac.wa.gov.au/registration/Changestoregistration/Addnewitems/Pages/default.aspx>.

Paragraph 2.2 should be read in conjunction with 'Conditions for Participation' and 'Essential Requirements' in Part 1 of the RFT Conditions of Tender - RFT Details and the SPIs (Appendix 1 to the RFT COT).]

2.3 Required Skills or Knowledge

Service Delivery and Personnel Requirements

2.3.1 The Services and related program delivery guidance are further detailed within the SPIs (Appendix 1 to the RFT COT).

2.3.2 In delivering the Services to Clients, the Contractor must:

- (a) provide all Services in accordance with the Draft Services Agreement (Attachment E) and this Statement of Requirement, including the SPIs (Appendix 1 to the RFT COT);
- (b) comply with all applicable laws and policies, state and territory Legislation, relevant Australian industry standards, best practice and;
- (c) provide suitable Personnel (including Personnel approved by the Department in accordance with paragraph 2.3.3). Personnel include:
 - i. officers, directors, employees, volunteers, teachers, agents, temporary contractors;
 - ii. any Subcontractor and the Subcontractor's officers, directors, employees, agents and temporary contractors;
 - iii. Child care workers not included in the subcontract arrangements;
 - iv. any other person employed or engaged by the Contractor, or Subcontractors, in the performance of the Services, and
- (d) ensure sufficient numbers of appropriately qualified and experienced personnel are employed to meet contractual obligations;
- (e) ensure teachers, assessors and all other relevant Personnel have the requisite qualifications to deliver [the EAL Framework](#), in line with the ASQA, VRQA, TAC or the relevant Australian accrediting organisation's specifications;
- (f) ensure teachers and assessors are assessed for Training and Assessment (TAE) exemption under a diploma or higher level qualification in adult education requirement as part of the RTO Standards, where required;
- (g) ensure it is prepared at all times, to provide the Services in the volumes, at the levels, and to the standard as offered in its Tender Response;
- (h) provide Volunteer Tutors and ensure that volunteers receive initial and ongoing training,

with a minimum of 15 hours of initial training per Volunteer Tutor, which includes:

- i. cultural awareness training;
- ii. information about the AMEP;
- iii. information about English as an additional language (EAL) teaching pedagogy, curriculum planning advice and delivery methods; and
- iv. information about adult learning styles and relevant teaching strategies.

(i) provide Pathway Guidance Officers (PGOs) and ensure that PGOs:

- i. are suitably qualified in educational, vocational, social work, counselling or related fields, and eligible to apply for professional registration/accreditation in their field;
- ii. have experience working with people from culturally and linguistically diverse backgrounds; and
- iii. have a thorough knowledge of the services available in the local vicinity, including, but not limited to:
 1. settlement and community support services and related Contractors;
 2. mainstream education and employment services and related Contractors;
 3. local employers and industries;
 4. local community organisations, including but not limited to, refugee support services, community capacity building and culturally and linguistically diverse (CALD) support networks; and
 5. the Vocational Education and Training sector.

(j) provide administrative support staff to assist with the provision of the Services, including, but not limited to:

- i. Client registration, including verifying the Client's identity and verifying their eligibility for the AMEP;
- ii. telephone enquiries and feedback;
- iii. mail and email management;
- iv. creating and updating Client Records as required;
- v. entering information into the IMS as detailed in paragraph 4.22;
- vi. transitioning and implementing any changes required in order to meet Departmental IMS and security requirements and any new IMS from time to time;
- vii. the provision of, or arrangement of the provision and ongoing management of all related Child care services and placements;
- viii. communications and stakeholder engagement, including marketing and promotion;
- ix. organisation of AMEP Work Connect work experience placements;
- x. exiting Clients from the AMEP; and
- xi. managing post AMEP referrals.

- (k) ensure that all Personnel meet the requirements of any relevant legislation regarding the screening or checking of people who have contact with Children or other vulnerable people.
 - (l) ensure that all Personnel, Clients and their family members are treated with respect regardless of their gender, lifestyle, interests, religious or cultural backgrounds or beliefs, and that equitable access to services is maintained, in accordance with the Australian Public Service (APS) Code of Conduct and APS Values set out in the *Public Service Act 1999*.
- 2.3.3 If the Contractor is, or has been, unable to engage Personnel with the qualifications specified in paragraph 2.3.2(e), the Contractor may request the Department to approve the engagement of Personnel with other suitable qualifications.
- 2.3.4 If the Department receives a request in accordance with paragraph 2.3.3, the Department:
- (a) must decide whether it will, or will not, provide its approval as soon as reasonably practicable; and
 - (b) if it grants approval, may decide to impose limitations or conditions on that approval.
- 2.3.5 The Department may, by written notice to the Contractor, withdraw, or impose further conditions on, its approval of the engagement of Personnel with qualifications other than those specified in paragraph 2.3.2(e) if such Personnel are not performing as required.
- 2.3.6 If the Department provides its approval for the engagement of Personnel with qualifications other than those specified in paragraph 2.3.2(e), then throughout any period the approval is in effect and subject to paragraph 2.3.5, those Personnel shall be taken to have met the qualification requirements specified by paragraph 2.3.2(e).
- 2.3.7 The Contractor must, if required by the Department, within 30 Business Days of commencement of each of the Personnel engaged by the Contractor to deliver tuition or to conduct assessments, provide evidence to the Department or the Department's Quality Assurance Provider (or both) that the Personnel engaged have the required qualifications.

2.4 Timeframes

- 2.4.1 The Contractor is expected to be engaged to provide the Services in accordance with the following indicative timetable:
- (a) Contract Commencement Date – 5 August 2025.
 - (b) Transition-in commences – 6 August 2025.
 - (c) Service Delivery Date – 1 January 2026.
- 2.4.2 A detailed proposed timetable for implementation will be included in the Contract Transition-In Plan Approved by the Department, in accordance with paragraph 4.5.

[Note to Tenderers: The Department intends that the Draft Services Agreement (Attachment E) (and some transition-in activities) will commence from the Commencement Date, as the Department requires the provision of the Services to commence from 1 January 2026. Transition-in will be further developed and agreed with the successful Tenderer/s depending on its proposed solution and the arrangements with the current provider/s.]

2.5 Payment for Services Delivered

- 2.5.1 AMEP will be funded through hourly tuition payments, based on Scheduled Attendance where

the Client has been marked as in attendance, and associated Client support services. The Contractor must factor costs associated with Scheduled Tuition Breaks into their hourly tuition rate, in accordance with the relevant state and territory Work Health and Safety requirements, and any applicable industry sector standards. Further details of AMEP funding and payments are at Attachment C – Pricing Schedule.

3 DETAILED DESCRIPTION OF SERVICES

3.1 Service Delivery

- 3.1.1 The Contractor must deliver the AMEP in accordance with this Statement of Requirement and the SPIs (Appendix 1 to the RFT COT).
- 3.1.2 The Contractor must, at its own cost, source interpreting and translating services where a Client requires English language assistance, in accordance with paragraph 3.3.4.
- 3.1.3 National Accreditation Authority for Translators and Interpreters (NAATI) certified translators and interpreters should be used where possible, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.1.4 The Contractor must have in place appropriate plans, procedures and guidelines to support successful delivery of the Services, in accordance with paragraph 4.4 and the SPIs (Appendix 1 to the RFT COT).
- 3.1.5 The Contractor must deliver Services within one (1) or more of the CRs (Appendix 2 to the RFT COT). The Contractor must have demonstrated capability and capacity to deliver the Services below.

3.2 Sites, Facilities, Equipment and Resources

- 3.2.1 The Contractor must provide the sites, facilities, equipment and learning resources necessary for the delivery of the AMEP, in accordance with clause 5.4 of Attachment E - Draft Services Agreement, including but not limited to:
 - (a) facilities in accordance with the relevant and applicable Commonwealth, state, territory and local government legislative standards. Facilities must be located to the extent possible in areas where Clients live or work, or be accessible by public transport (or both);
 - (b) facilities and equipment that are maintained and in good working order and meet the learning needs of Clients, including computers connected to the internet at all sites; and
 - (c) sufficient quantity of high-quality learning resources appropriate to [the EAL Framework](#) curriculum.
- 3.2.2 The Contractor must supply the Services specified, within the CRs at the Sites, approved in accordance with the provisions of the clause 5.4 of the Draft Services Agreement (Attachment E). Services must be supplied on the conditions and at the times, if any, specified in the Draft Services Agreement (Attachment E).
- 3.2.3 The Contractor must ensure the Sites approved in accordance with the provisions of clause 5.4 of the Draft Services Agreement (Attachment E):
 - (a) meet all applicable work, health and safety standards;
 - (b) contain, or have available, all equipment and facilities, including, for example, internet and telephone access, necessary for the satisfactory provision of the Services;

- (c) have private interview facilities;
- (d) have clear signage;
- (e) are generally suitable for the provision of the Services;
- (f) are maintained to a high professional standard; and
- (g) display and use Commonwealth branding, logos and promotional material;
 - i. as required;
 - ii. to the standard required; and
 - iii. on the conditions specified by the Commonwealth

3.2.4 The Contractor must not change the Sites at which the Contractor supplies the Services without the Commonwealth's prior written approval.

3.3 Commencement Process for Potential Clients

3.3.1 The Contractor must undertake the Commencement Process for Potential Clients before they receive Tuition.

3.3.2 The Contractor must, within the timeframes specified in the SPIs (Appendix 1 to the RFT COT), make arrangements for each Potential Client to undertake a Commencement Process at a Site specified in the Draft Services Agreement (Attachment E) that is within 50 kilometres of the Potential Client's residential address unless:

- (a) the person's residential address is more than 50 kilometres from any Site; or
- (b) the person is unable to attend in person due to physical, cultural, religious, employment, care-giver reasons, or, for other reasons beyond their control; or
- (c) Commonwealth, State or Territory restrictions, recommendations or mandates (including public health);

in which case, the Contractor must conduct a remote Commencement Process via telephone or internet video link in accordance with the SPIs (Appendix 1 to the RFT COT).

3.3.3 For the purposes of the Commencement Process identified in paragraph 3.3 the Contractor must conduct, including but not limited to, the following steps:

- (a) Client registration - register the Potential Client in accordance with the process set out in paragraph 3.3.4 and the SPIs (Appendix 1 to the RFT COT);
- (b) Initial Assessment - conduct an Initial Assessment of the Potential Client's English language proficiency in accordance with paragraph 3.3.6 to 3.3.7 and the SPIs (Appendix 1 to the RFT COT);
- (c) extension of Time Limits - where appropriate, apply for an extension of timeframes in accordance with paragraph 3.3.8 to 3.3.10 and the SPIs (Appendix 1 to the RFT COT);
- (d) entry interview - where the Potential Client satisfies the Eligibility Criteria, conduct an Entry Interview with the person in accordance with paragraph 3.3.11 to 3.3.13 and the SPIs (Appendix 1 to the RFT COT); and
- (e) Enrolment - enrol the Client in the appropriate AMEP tuition option and delivery mode in accordance with paragraph 3.3.14 to 3.3.16 and the SPIs (Appendix 1 to the RFT COT).

Client Registration

3.3.4 The Contractor must register every Client, in accordance with the SPIs (Appendix 1 to the

RFT COT), including but not limited to the following activities:

- (a) assess the Potential Client to determine whether they meet Eligibility Criteria;
- (b) confirm the identity of the client, and sight any original documentation as required by the SPIs (Appendix 1 to the RFT COT);
- (c) where the circumstances require it, arrange NAATI certified interpreters or bilingual support (or both) to assist the Potential Client; and
- (d) if the Potential Client:
 - i. is not eligible to receive any part of the Services:
 1. advise the Potential Client of their ineligibility; and
 2. record the ineligibility result in the Department's IMS;
 3. advise the Potential Client of the outcome.
 - ii. satisfies the Eligibility Criteria:
 1. advise the Potential Client of their eligibility;
 2. record their eligibility in the Department's IMS;
 3. arrange for the Potential Client to undertake an Initial Assessment in accordance with paragraph 3.3.6 to 3.3.7 and the SPIs (Appendix 1 to the RFT COT).
 4. advise Potential Client of the outcome.

3.3.5 The Contractor must record all Potential Client deferrals in accordance with the SPIs (Appendix 1 to the RFT COT).

Initial Assessment

3.3.6 Once the Potential Client has been registered, the Contractor must conduct an Initial Assessment by assessing the Potential Client's English language proficiency in accordance with the process outlined in the SPIs (Appendix 1 to the RFT COT).

3.3.7 If the Potential Client's level of English language proficiency is assessed as:

- (a) equal to or higher than Vocational English, the Contractor must:
 - i. notify the Potential Client of their ineligibility to receive Services;
 - ii. record the ineligibility result in the Department's IMS;
- (b) less than Vocational English, the Contractor must:
 - i. record the result of the Initial Assessment in the Department's IMS;
 - ii. notify the Potential Client of their eligibility; and
 - iii. arrange for the Client to undertake an entry interview; and
 - iv. link the Client to a Primary Location in the IMS, based on where the Client will receive the majority of Services, in accordance with the SPIs (Appendix 1 to the RFT COT).

Extension of Time Limits

3.3.8 If, during the Commencement Process, the Contractor reasonably believes that a Potential Client is only ineligible because they have not met the Time Limits set under the Act:

- (a) explain to the Potential Client the purpose for, and process of, applying for an extension of Time Limits;
 - (b) ask the Potential Client whether they wish to apply to the Department for an extension of Time Limits; and
 - (c) work with the Potential Client to prepare and submit an extension request to the Department within 30 Business Days of the Commencement Process using the process outlined in the SPIs (Appendix 1 to the RFT COT).
- 3.3.9 If the Department receives an extension request under paragraph in 3.3.8 and the SPIs (Appendix 1 to the RFT COT), it will:
- (a) decide whether it will, or will not, grant the extension; and
 - (b) advise the Contractor of that decision.
- 3.3.10 Where the Department has notified the Contractor that it has approved an extension of Time Limits, the Contractor must continue with the Commencement Process. Where the Department has notified the Contractor that it has not granted an extension of Time Limits, the Contractor must notify the Potential Client of their ineligibility to receive Services.

Entry Interview

- 3.3.11 The Contractor must conduct an entry interview for Clients in accordance with the SPIs (Appendix 1 to the RFT COT). The entry interview must include discussion of delivery modes and the development of a My AMEP Plan (MAP).
- 3.3.12 If the person has been assessed and registered as a Client, the Contractor must conduct an entry interview, including but not limited to:
- (a) where the circumstances require it, arrange a NAATI certified interpreter or bilingual support to assist the Client;
 - (b) discuss with the Client the Initial Assessment results, prior learning, qualifications and current goals;
 - (c) where the Client has a mutual obligation requirement, determine what those obligations are, and potential impact to the delivery of the Services; and
 - (d) providing advice to the Client as required on:
 - i. available tuition options, including delivery modes and subprograms;
 - ii. the purpose of the MAP;
 - iii. Pathway Guidance;
 - iv. their obligations while participating in the Services, and the available complaint mechanisms;
 - v. enrolment into classes; and
 - vi. arrangements for Child care.
 - (e) issuing to and discussing with the Client:
 - i. the Client AMEP code of conduct; and
 - ii. a privacy notice;
 - (f) providing the Client with general information about:
 - i. Services;

- ii. the potential impact of non-attendance at training and acceptable reasons for non-attendance; and
- iii. information on their eligibility for and availability of Child care Services;
- (g) where appropriate, referring the Client to any other relevant government or community support services;
- (h) advising the Client that they will be asked to attend an Exit Interview when they cease receiving the Services; and
- (i) preparing a MAP in accordance with the SPIs (Appendix 1 to the RFT COT).

3.3.13 The outcomes of the entry interview must ensure:

- (a) the Client is able to choose the most appropriate delivery mode for their circumstances and is enrolled in those classes;
- (b) enrolment in Distance Learning if the Client is not able to attend Classroom Tuition (Face-to-Face Tuition and Virtual Participation) or Mixed Mode Tuition and meets Distance Learning criteria;
- (c) the Client's MAP is created and recorded within one (1) month of commencement, in accordance with the SPIs; and
- (d) a copy of the MAP is provided to the Client.

Enrolment of Client

3.3.14 The Contractor must enrol the Client in an appropriate learning activity and commence the Client in that learning activity within the timeframes outlined in the SPIs (Appendix 1 to the RFT COT).

3.3.15 If there is a period of time between Client enrolment and the commencement of tuition, unless a deferral has been agreed, the Contractor should provide appropriate learning activities for the Client as outlined in the SPIs (Appendix 1 to the RFT COT).

3.3.16 The Contractor must create and maintain a Client File for each Client within the timeframes outlined in the SPIs (Appendix 1 to the RFT COT), that includes at a minimum:

- (a) records of the Client's eligibility and identity documentation;
- (b) records of enrolment and initial and continuing assessments against [the EAL Framework](#) curriculum, as required;
- (c) evidence of assessment completed by a Client which accurately reflect the Client's progress against [the EAL Framework](#) curriculum, as claimed by the Contractor;
- (d) records of attendance and any interventions by the Contractor to improve attendance, if required, and
- (e) updating of Client Files in relation to Transferring Clients or Former Clients.

3.4 Client Exit

3.4.1 The Contractor must exit a Client when they reach one (1) or more of the below legislative requirements:

- (a) the Client is assessed as reaching Vocational English;
- (b) the Client moves to an ineligible visa;
- (c) the Client reaches the Time Limit for registration and/or commencement; or

- (d) the Client reaches the Time Limit of their tuition.
- 3.4.2 The Contractor must complete the exit process, including conducting an Exit Interview where possible, in accordance with the SPIs and at a minimum:
- (a) update Exit Interview details and data in the Client's Record;
 - (b) update and close the Client's MAP;
 - (c) provide the Client with a copy of their finalised MAP;
 - (d) provide the Client with referrals to other programs or bodies, as appropriate, to further assist the Client to achieve the goals set out in their MAP; and
 - (e) close and store the Client File in accordance with paragraph 4.28.

3.5 English Language Tuition

- 3.5.1 The Contractor must provide Clients the choice of flexible tuition modes as part of their service delivery, including Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and Distance Learning tuition, or provide for a combination of delivery modes, in accordance with the SPIs.
- 3.5.2 The Contractor must also deliver formal Classroom Tuition in community and workplace settings in accordance with the SPIs.
- 3.5.3 The Contractor must offer virtual tuition and have the capability and capacity to move all Clients participating in Face-to-Face Tuition to Virtual Participation, Mixed Mode Tuition or Distance Learning tuition, as directed by the Department, if circumstances require.
- 3.5.4 The Contractor must provide sufficient quantity of educational resources required to deliver the Services in line with the EAL Framework and in accordance with the SPIs.
- 3.5.5 Online and paper-based resources should be offered to Clients, as appropriate, to supplement their tuition and may be used both during and outside of class time. This includes use of the resources provided by the Department (including [AMEPOnline](#)).
- 3.5.6 The Contractor must facilitate the movement of Clients between the flexible tuition modes to meet the Client's changing circumstances and facilitate ongoing retention in and engagement with the AMEP.
- 3.5.7 Where it is not viable to run separate AMEP classes due to insufficient Client numbers, the Contractor may offer combined classes, which allow for AMEP and non-AMEP clients to be taught in the same class. Delivery of combined classes must be in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.5.8 The Contractor should provide interpreting or bilingual support (or both) and other specialised support and resources to humanitarian and beginner level Clients during the initial weeks following Enrolment, to explain teaching methodology and identify learning and settlement issues. The Contractor should provide such support to other Clients as required during the initial weeks following Enrolment.
- 3.5.9 The Contractor should deliver AMEP tuition:
- (a) to address the goals and learning pathways set out in each Client's MAP;
 - (b) during times that align with the State and Territory school terms;
 - (c) which provides a range of options for Clients, e.g. full-time, part-time, during the day, evenings, weekend and school holiday classes, where those times are more suitable for a particular Client;

- (d) otherwise, at the times, via the modes, and on the conditions specified in the SPIs (Appendix 1 to the RFT COT);

3.5.10 Full-time tuition is defined as a minimum of 20 hours per week; part-time tuition is defined as any number of tuition hours fewer than 20 hours per week. This is based on scheduled class attendance hours.

3.5.11 The Contractor must:

- (a) ensure that tuition is only delivered by Personnel who hold the qualifications and experience set out at paragraph 2.3.2(e);
- (b) manage absences in accordance with the procedures described in the SPIs (Appendix 1 to the RFT COT);
- (c) ensure that class sizes for Classroom Tuition (Face-to-Face Tuition and Virtual Participation) and Mixed Mode Tuition do not exceed 20 Clients attending at any one time, and where possible, offer smaller class sizes for beginner level Clients. Distance Learning class sizes can be delivered one-on-one or in a Virtual Classroom environment with a maximum of eight (8) DL Clients at any one time; and
- (d) ensure that, at all times, a Client is linked within the IMS to the correct Primary Location to ensure correct payment for the Services is applied.

3.5.12 The Contractor should provide separate classes for each [EAL Framework](#) curriculum level. However, at Sites where it is not financially viable to run separate AMEP classes at each curriculum level, the Contractor may offer mixed level English classes.

Delivery Modes

3.5.13 The Contractor must have capability and capacity to deliver all Services described below:

- (a) **Classroom Tuition** consists of Face-to-Face Tuition and Virtual Participation, where Clients participate in a learning activity at the same time as their teacher:
 - i. Classroom Tuition can occur in formal, community or workplace settings.
 - ii. Clients participating in Virtual Participation attend in real time in a virtual capacity using a suitable platform or application. Clients who can access a computer or mobile device with internet capability can access this tuition option. As appropriate to Client circumstances, the Contractor may offer:
 - 1. virtual only classes, where all Clients participate in the class through virtual classroom software; or
 - 2. classes consisting of synchronous Face-to-Face Tuition and Virtual Participation. Clients are able to participate in real time face-to-face classroom activities by joining the class through virtual classroom software.
 - iii. The Contractor must make tuition mode choices that best meet the Client's individual learning needs and circumstances.
 - iv. The Contractor must deliver Face-to-Face Tuition if this delivery mode is the most appropriate for the Client.
 - v. The Contractor must provide Face-to-Face Tuition at a Site that is within 50 kilometres of the Potential Client's residential address, unless the conditions set out in paragraph 3.3.2 are met or the Client is eligible for DL.
 - vi. The Contractor must provide Clients with the opportunity to participate in Virtual

Participation learning environments. The Contractor must use appropriate ICT platforms and develop and provide suitable learning resources to support Virtual Participation tuition.

- vii. Clients may access one (1) or more of the Classroom Tuition modes.
- viii. Classes should be offered full-time or part-time, during the day, in the evenings and on weekends, and scheduled to coincide with school terms, noting holiday programs can also be offered at provider discretion.
- ix. Child care services are available to Clients during Face-to-Face Tuition or AMEP Work Connect work experience placement time only.

(b) Mixed Mode Tuition:

- i. **Mixed Mode Tuition** consists of full-time or part-time tuition, where Clients participate in a combination of delivery modes, including scheduled interactive delivery with the teacher and/or class (Face-to-Face Tuition and Virtual Participation), and guided independent learning (online or paper-based).
- ii. Scheduled interactive delivery can be delivered in small groups, larger groups and small amounts of 1:1 training, according to the most appropriate method and level of support required for a particular Client.
- iii. The scheduled interactive teacher tuition component is permitted to constitute a maximum of 50% of the total Mixed Mode Tuition hours.
- iv. The Contractor is required to provide the guided independent classwork to the Client. Teachers must be available to support Clients within business hours and outside of scheduled class times.
- v. Child care services are available to Clients during Face-to-Face Tuition time only.

(c) Distance Learning (DL) tuition:

- i. The Contractor must deliver or have capacity to offer DL in their CRs.
- ii. DL is for Clients who are located more than 50 kilometres from a Site or cannot attend Classroom Tuition (Face-to-Face Tuition and Virtual Participation) or Mixed Mode Tuition for physical, cultural, religious, employment, care-giver reasons or other reasons beyond their control.
- iii. DL must be available for Clients across all levels of English language proficiency.
- iv. DL allows for Clients to learn at home, with curriculum materials (either online or paper-based) specifically designed for out-of-classroom, self-paced learning, supported by regular contact with a qualified teacher.
- v. DL course content should be delivered online through teacher led e-learning, Virtual Classroom or by sending the Client hard or soft copies of learning materials.
- vi. The Contractor must provide specifically designed DL learning materials for all DL Clients (online and paper-based).
- vii. The Contractor should make available DL learning materials that:
 - 1. are optimised for use on tablets, smartphones and PCs; and
 - 2. meet the requirements of the SPIs (Appendix 1 to the RFT COT), and any other standards set by the Department.

- viii. The Contractor must assess on a case-by-case basis the level of teacher contact required for each distance learner, but must provide teacher/Client contact at a minimum of one (1) hour and no more than two (2) hours per week, unless otherwise agreed by the Department. Departmental approval is required for any changes to DL teacher/Client contact hours.
- ix. DL can be delivered one-on-one or in a Virtual Classroom environment with a maximum of eight (8) DL Clients at any one time.
- x. The Contractor should provide DL Clients with access to the VTS as an additional support.
- xi. DL Clients cannot access AMEP Work Connect work experience placements or Child care services.
- xii. The Contractor must facilitate the movement of Clients between DL and Classroom Tuition (Face-to-Face Tuition, Mixed Mode Tuition and Virtual Participation) as their circumstances change.

[Note to Tenderers: Tuition modes and associated support services are detailed at Appendix 8 to the RFT COT.]

3.6 Curriculum

- 3.6.1 The Contractor must use the AMEP national curriculum, [the EAL Framework](#).
- 3.6.2 The Contractor must deliver accredited training at the Course level using:
 - (a) 22636VIC Course in Initial EAL
 - (b) 22637VIC Course in EAL
- 3.6.3 The Contractor must deliver accredited training at the Certificate Level, using:
 - (a) 22638VIC Certificate I in EAL (Access)
 - (b) 22639VIC Certificate II in EAL (Access)
 - (c) 22640VIC Certificate III in EAL (Access)
- 3.6.4 Use of other EAL Framework qualifications must be approved by the Department in its absolute discretion.
- 3.6.5 The Contractor must ensure that teaching and other educational resources deliver consistent and high-quality tuition across delivery Sites to all Clients.
- 3.6.6 The Contractor must place Clients in the appropriate EAL Framework level following an Initial Assessment or Placement Review of English language proficiency.
- 3.6.7 The Contractor must ensure that curriculum delivery caters to Clients' learning goals, be they settlement, employment or further study related.
- 3.6.8 The Contractor must have the capability and capacity to deliver employment-focused English language tuition to Clients who have indicated employment as their objective.
- 3.6.9 The Contractor must take every opportunity when designing resources to integrate settlement information, Australian values, culture and laws into delivery of [the EAL Framework](#), where appropriate.
- 3.6.10 The Contractor must familiarise themselves with practice content for the Australian Citizenship Test, including the resource booklet *Australian Citizenship: Our Common Bond*, and take steps to explicitly identify to Clients when teaching activities relate to content that will

support Clients to prepare for the Australian Citizenship test.

- 3.6.11 The Contractor may use [EAL Framework](#) aligned resources developed by the Department to support the delivery of the AMEP.

3.7 Pathway Guidance and My AMEP Plan (MAP)

- 3.7.1 The Contractor must have the capacity to deliver up to six (6) hours of Pathway Guidance per Client throughout their time in the Program, in the form of settlement, vocational and educational advice and support.
- 3.7.2 Delivery of Pathway Guidance to Clients in excess of six (6) hours may be considered in certain circumstances on application to, and approval by, the Department, in accordance with the SPIs.
- 3.7.3 Pathway Guidance may include settlement, vocational and educational advice and referral to personal issues counselling or relevant community support services (or both). Guidance and advice may include:
- (a) information on learning pathways relevant to the Client's learning goals and educational milestones;
 - (b) changing the Client's learning pathways, such as the delivery mode, to facilitate the Client's continued retention in and engagement with the AMEP;
 - (c) early referral of the Client to other appropriate support services or programs (e.g. the Department's humanitarian settlement service provider), according to Client needs and circumstances;
 - (d) discussions on settlement ambitions and barriers to successful participation in the Program by Clients, including resolution of issues that may lead to poor Client attendance or early exit;
 - (e) discussion on methods to improve the Client's English language proficiency, to participate effectively in the local labour force or participate in further study or training; and
 - (f) information and referrals to post-AMEP pathways including further education, employment and relevant community services.
- 3.7.4 When developing a Client's MAP (My AMEP Plan), the Contractor **must** engage early and regularly in a Client's settlement journey and collaborate with other settlement and employment case managers (e.g. the Department's humanitarian settlement service provider and Workforce Australia).
- 3.7.5 Pathway Guidance should, wherever possible, occur outside of class time. If Pathway Guidance is delivered during class time, Pathway Guidance is not payable.
- 3.7.6 The Contractor must record activities of Pathway Guidance in the Client's MAP in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.7.7 Pathway Guidance must be delivered by Pathway Guidance Officers with the requisite qualifications (refer paragraph 2.3 - Required Skills or Knowledge).
- 3.7.8 During the Commencement Process, Pathway Guidance Officers must establish a MAP for each Client. The MAP must be updated whenever Pathway Guidance is provided to a Client. The establishment of the MAP during the Commencement Process is not deducted from the six (6) hours allocation to each Client. For Former Clients and Transferring Clients, a MAP will

need to be created or updated (or both). This will be deducted from the six (6) hours of Pathway Guidance allocated to that Client.

- 3.7.9 Pathway Guidance must be provided to a Client at entry and exit from the AMEP.
- 3.7.10 The Pathway Guidance Officer must check in with the Client at least annually to assess if the Client is still on track with their learning and settlement goals. The MAP must be updated by the Pathway Guidance Officer at least annually to record the outcomes of this discussion.
- 3.7.11 Updates to the MAP should also occur at regular intervals throughout the Client's time in the AMEP, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.7.12 The Contractor must provide the Client with a copy of the most current version of their MAP.

3.8 Volunteer Tutor Scheme (VTS)

- 3.8.1 VTS provides additional language assistance by a trained volunteer, usually on a one-to-one basis, in a safe and mutually suitable location, or online (if mutually agreed).
- 3.8.2 The Contractor must offer VTS to all Clients where available, including those participating in Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and Distance Learning. The Contractor should ensure that a Volunteer Tutor is provided to humanitarian and vulnerable Clients requiring additional support wherever possible to supplement their learning.
- 3.8.3 The Contractor must have the capability and capacity to offer the VTS service to all Clients in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.8.4 The Contractor must match Volunteer Tutors with Clients based on their needs. There is no limit to the use of Volunteer Tutors.
- 3.8.5 If a Volunteer Tutor stops providing tuition to a Client, the Contractor must match another Volunteer Tutor to the Client, where appropriate.
- 3.8.6 The Contractor must recruit and provide training for Volunteer Tutors prior to matching them with Clients, in accordance with the SPIs (Appendix 1 to the RFT COT). Training must involve a minimum of 15 hours initial training per Volunteer Tutor and ongoing refresher training and professional learning sessions annually.
- 3.8.7 The training should equip Volunteer Tutors to deliver informal English tuition to Clients. Training must include the following:
 - (a) cultural awareness training;
 - (b) information about the AMEP;
 - (c) information about English as an additional language (EAL) teaching pedagogy, curriculum planning advice and delivery methods; and
 - (d) information about adult learning styles and relevant teaching strategies.
- 3.8.8 The Contractor must immediately address any concerns with the safety of Volunteer Tutors or Clients in a Client's home by either discontinuing VTS for that Client or delivering VTS to that Client either virtually or at an alternative and safe location.
- 3.8.9 The Contractor must manage details of each Volunteer Tutor in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.8.10 The Department may require Volunteer Tutor details for the purposes of communicating directly with Volunteer Tutors about any changes to the VTS, particularly during contract transitions or major program evaluations or changes. As such, the Contractor must record

Volunteer Tutor details in the IMS, with written consent to be obtained from the Volunteer Tutor prior to this information being entered (via the Department's approved VTS Privacy Notice and Consent Form).

3.9 AMEP Work Connect

- 3.9.1 AMEP Work Connect provides Clients with employment-focused English language tuition, as deemed appropriate by the Contractor and in accordance with SPIs (Appendix 1 to the RFT), and related work experience opportunities to familiarise them with Australian workplace culture and values.
- 3.9.2 The Contractor must have the capability and capacity to deliver employment-focused English language tuition and related work-based opportunities to participating Clients.
- 3.9.3 AMEP Work Connect employment-focused English language tuition can be delivered as Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and via Distance Learning.
- 3.9.4 AMEP Work Connect employment-focused English language tuition can be scheduled to coincide with school terms or offered outside of the school term.
- 3.9.5 AMEP Work Connect consists of:
- (a) 120-160 hours of AMEP employment-focused English language tuition (EAL Framework Certificate Level), as considered appropriate by the Contractor; and
 - (b) 40-80 hours of a related work experience placement.
- 3.9.6 The Contractor must maintain evidence that a Client satisfies the Eligibility Criteria listed in the SPIs (Appendix 1 to the RFT) for AMEP Work Connect and must:
- (a) advise the Client of their potential eligibility for AMEP Work Connect;
 - (b) determine if the Client has previously undertaken any work based tuition or placements;
 - (c) ask the Client whether they wish to participate in AMEP Work Connect;
 - (d) if the Client is eligible and wishes to participate in AMEP Work Connect, provide it to the Client.

AMEP Work Connect employment-focused tuition

- 3.9.7 The Contractor must ensure Clients undertaking AMEP Work Connect, prior to commencing a work experience placement, have completed 120-160 hours of AMEP EAL Framework Certificate Level English language employment-focused tuition which:
- (a) appropriately prepares the Client to participate in a work experience placement, having regard to their English language proficiency;
 - (b) adequately addresses the learning, vocational and settlement goals described in each Client's MAP.
- 3.9.8 The employment-focused tuition requirement may come from dedicated AMEP Work Connect classes or completed as part of other standard English language tuition, as deemed appropriate by the Contractor and in accordance with SPIs (Appendix 1 to the RFT).
- 3.9.9 Class sizes for AMEP Work Connect employment-focused tuition must not exceed 20 Clients per class for Classroom Tuition (Face-to-Face Tuition and Virtual Participation) and Mixed Mode Tuition.
- 3.9.10 Distance Learning Virtual Classrooms must not exceed eight (8) Clients per class.

AMEP Work Connect work experience placement

- 3.9.11 The Contractor must develop strong networks with local employers and industries. The Contractor must actively create opportunities for Clients that may lead to ongoing employment which meets local labour market needs.
- 3.9.12 The Contractor must, in relation to any work experience undertaken by a Client during AMEP Work Connect, ensure in accordance with the SPIs (Appendix 1 to the RFT COT):
- (a) the work experience is conducted in an environment that:
 - i. meets all relevant work, health and safety standards and any applicable industry sector standards, including breaks;
 - ii. is culturally appropriate;
 - (b) is appropriate to the Client's skill set and goals described in each Client's MAP;
 - (c) is appropriate for the level of English language proficiency of the Client;
 - (d) provide appropriate supervision and training of the Client;
 - (e) that if the Client is entitled by law to receive remuneration, they receive that remuneration;
 - (f) where no workers' compensation scheme applies to the placement, ensure there is insurance in place providing similar coverage for the Client; and
 - (g) the Client receives any reasonable assistance required to complete the placement.
- 3.9.13 The AMEP Work Connect work experience placement must be delivered face-to-face. However, the Department may consider virtual delivery of AMEP Work Connect placements on a case by case basis, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.9.14 Each Client is limited to one (1) work placement during their time in connection with the AMEP.
- 3.9.15 Distance Learning Clients are not eligible for AMEP Work Connect work experience placements.
- 3.9.16 The Contractor must only provide AMEP Work Connect in accordance with the SPIs (Appendix 1 to the RFT COT).

3.10 AMEP Innovate

- 3.10.1 AMEP Innovate is a capped sub-program that provides additional funding to the Contractor to pilot initiatives and projects that look beyond current program delivery and identify areas that could benefit from the adaptation of new ideas and innovative service delivery.
- 3.10.2 AMEP Innovate initiatives and projects aim to enhance Client English language, settlement and employment outcomes. These may include, but are not limited to:
- (a) facilitating smaller class sizes for identified cohorts, including in community and workplace settings;
 - (b) increasing flexible delivery and economic participation outcomes for clients;
 - (c) facilitating stronger connections with community and employment groups;
 - (d) exploring new teaching or delivery methods;
 - (e) making better use of technology; and/or

- (f) special programs with targeted tuition and learning outcomes.
- 3.10.3 The Contractor must deliver AMEP Innovate in accordance with clause 5.11 of the Draft Services Agreement (Attachment E) and the SPIs (Appendix 1 to the RFT COT).
- 3.10.4 The Contractor acknowledges that when the Department requires the delivery of Services through AMEP Innovate, the Department may invite the Contractor to submit a proposal for which the Contractor seeks payment to implement an AMEP Innovate project.
- 3.10.5 The Department may, from time to time, request the Contractor to prepare and submit to the Department a proposal for AMEP Innovate, in accordance with provisions for Additional Services at paragraph 3.17 and in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.10.6 Where the Department invites the Contractor to submit a proposal for AMEP Innovate, the Department will:
- (a) inform the Contractor;
 - (b) specify:
 - i. the form by which the proposal is to be submitted;
 - ii. the timeframe for submission of a proposal;
 - iii. the objectives/outcomes to be addressed by way of an AMEP Innovate project;
 - iv. the timeframe for delivery of the AMEP Innovate project; and
 - v. any other matters the Commonwealth considers may be relevant.
- 3.10.7 If the Contractor agrees to submit a proposal for an AMEP Innovate project, the proposal must clearly set out:
- (a) how the proposal meets the objectives/outcomes of the AMEP Innovate project;
 - (b) how the Contractor will put the proposal into effect;
 - (c) what metrics will be used to assess the effectiveness of the proposal, if implemented;
 - (d) itemised costings for the proposal; and
 - (e) any other matters specified by the Department.
- 3.10.8 If the Department agrees to accept a proposal for an AMEP Innovate project, the Contractor will be issued with documents to formally vary the Draft Services Agreement (Attachment E) in a form determined by the Department;
- 3.10.9 If requested by the Department, the Contractor must make available any resources developed as part of AMEP Innovate in accordance with the SPIs (Appendix 1 to the RFT COT).

3.11 Child care Services

- 3.11.1 Unless approved by the Department, the Contractor must provide, or arrange (or both) for the provision of, suitable and culturally appropriate Child care in accordance with the SPIs (Appendix 1 to the RFT COT):
- (a) for the Children of Clients, where those Children are up to and including six (6) years of age, who are not enrolled in compulsory schooling;
 - (b) within thirty (30) minutes travel time from the Client's residential address or delivery of eligible AMEP services.
 - (c) for the time:
 - i. that a Client is attending:

1. Face-to-Face Tuition (formal or community setting) or an AMEP Work Connect work experience placement;
 2. Face-to-Face Tuition during Mixed Mode Tuition learning;
 3. Face-to-Face community-based classes (except for classes where parents and carers can have their Children attend with them onsite in class);
- ii. that the Client spends travelling from the Child care service, after dropping the Children off, to eligible AMEP tuition or AMEP Work Connect work experience placement, and the time that the Client spends travelling to the Child care service to collect the Children after having attended the eligible AMEP tuition or AMEP Work Connect work experience placement,
 - iii. the Contractor must factor any relevant costs into Child care costs, including such things as:
 1. Client travel time between (each way) the Child care provider and the AMEP Activity;
 2. administrative costs in sourcing, referring and organising Child care placements; and
 3. all fees and charges including Child care provision, Scheduled Tuition Breaks, other breaks, absences, holiday and holding and cancellation fees.
- (d) where required, in relation to Additional Services under paragraph 3.17, as Approved by the Department and in accordance with clause 5.11(d) of Attachment E – Draft Services Agreement;
- (e) at a Child care facility which:
- i. must be compliant with relevant national, state and territory legislation and industry standards;
 - ii. must, if assessed by the Australian Children’s Education & Care Quality Authority (ACECQA) in accordance with the National Quality Standard (NQS), not be rated as ‘Significant Improvement Required’;
 - iii. is located within 30 minutes of the Client’s residential address or the Face-to-Face Tuition or AMEP Work Connect work experience placement, where possible;
 - iv. may include, but is not limited to, crèches and adjunct child care, assessed and rated long day care services, occasional care centres, assessed and rated Family Day Care services and registered In-Home care providers. The Department encourages the Contractor to use occasional child care arrangements where possible, to reduce the cost of child care to the taxpayer; and
- (f) at no cost to the Client;
- (g) during the hours of 8am until 6pm, from Monday to Friday, on Business Days;
- but:
- (h) may make Child care available to Clients whose Face-to-Face Tuition or AMEP Work Connect placement classes fall outside those times; and

- (i) may at its own cost, provide Child care for any period during which the AMEP Client receives tuition through DL or the VTS.

3.11.2 The Contractor must take into consideration Child care that is both cost effective and suitable for Clients.

3.11.3 A Client must be the parent or legal guardian of the Child/ren to be eligible to access AMEP Child care services.

The Contractor must ensure that Child care attendance data is collected from the Child care provider to demonstrate when the Client's Child/ren attended Child care.

[Note to Tenderers: Indicative annual data is set out in Tables 4, 5 and 6 of Appendix 3 to the RFT COT.]

3.12 Professional Learning

3.12.1 The Contractor must deliver annual in-house Professional Learning (PL) for AMEP teachers, including, but not limited to:

- (a) cultural awareness training;
- (b) English as an additional language;
- (c) digital literacy;
- (d) adult learning;
- (e) the delivery of tuition through Virtual Participation; and
- (f) the delivery of tuition through DL.

3.12.2 The Contractor must ensure its nominated Personnel undertake any training in the use of the Department's IMS, as determined by the Department.

3.12.3 A Third Party PL provider, the AMEP Academy Provider, will be engaged by the Department to design, develop and deliver a PL program to support teachers and other provider staff through the AMEP Academy (refer paragraph 3.14).

3.12.4 The Contractor may be consulted in relation to the development of the annual PL program to determine training priorities and emerging areas of interest.

3.12.5 The Contractor must support relevant Personnel, including teachers, to attend and participate in PL activities.

3.12.6 The Contractor must participate in regular national Communities of Practice meetings and may be asked to lead topic specific Communities of Practice.

3.12.7 The Contractor must meet their own time, travel and accommodation costs associated with attendance at PL activities.

3.13 Resource Development

3.13.1 The Contractor must provide sufficient quantity of high quality educational resources required to deliver the Services in line with [the EAL Framework](#) and in accordance with the SPIs (Appendix 1 to the RFT COT).

3.13.2 The Department's AMEP Academy Provider will deliver a range of learning and assessment resources aligned to the national curriculum (refer paragraph 3.14).

- 3.13.3 The Department will make available any EAL Framework aligned supplementary resources developed by the Department or the Department's AMEP Academy Provider to complement Contractor resources, including English ready booklets.
- 3.13.4 The Contractor must facilitate access to the AMEP Virtual Hub, the AMEP Academy's secure repository and systems that house resources, including the Assessment Task Bank (ATB) and a range of teaching and PL resources for teachers, managed by the Department or the Department's AMEP Academy Nominated Third Party PL provider.
- 3.13.5 The Contractor must participate in resource development, as requested by the Department or the Department's AMEP Academy Provider, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.13.6 At its own cost, the Contractor must participate, as requested by the Department or the Department's AMEP Academy Provider, in the AMEP Teaching and Assessment National Working Group, which includes monthly meetings and an annual workshop, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.13.7 The Contractor must supply the Department with assessment tasks annually, as requested by the Department or the Department's AMEP Academy Provider, in accordance with the SPIs (Appendix 1 to the RFT COT).

3.14 The AMEP Academy

- 3.14.1 A Third Party provider will be engaged by the Department to deliver the AMEP Academy.
- 3.14.2 The AMEP Academy will support the delivery of AMEP and drive continuous improvement, informed by Teaching English to Speakers of Other Languages (TESOL) research and best practice.
- 3.14.3 The AMEP Academy may include but is not limited to:
- (a) PL training for teachers, to build on and maintain TESOL expertise, and underpin quality and innovation in the program;
 - (b) PL workshops for AMEP practitioners;
 - (c) Development of teaching, learning and assessment resources specific to the complex needs of the AMEP cohort and aligned to the national curriculum, including [AMEPOnline](#) and printable resources;
 - (d) A research program, including longitudinal studies to track AMEP Client outcomes, and drive continuous improvement in AMEP delivery;
 - (e) Host and manage [AMEPOnline](#), the AMEP Virtual Hub or any other platform requested by the Department; and
 - (f) AMEP forums and any annual service provider conference.
- 3.14.4 Resources to be provided by the AMEP Academy include, but are not limited to:
- (a) [AMEPOnline](#), a publicly available interactive website of e-learning resources;
 - (b) Assessment Task Bank (ATB) resources, through the AMEP Virtual Hub; and
 - (c) a range of teaching, PL and supplementary resources for AMEP practitioners aligned to the EAL Framework, including English Ready booklets.
- 3.14.5 The Contractor must engage with the Department and the Department's AMEP Academy Provider in the design, development and delivery of the AMEP Academy and associated services and resources.

3.15 Marketing and Promotion

- 3.15.1 The Contractor must actively market and promote the Services to potential referring agencies and Clients in accordance with the SPIs (Appendix 1 to the RFT COT) to:
- (a) enhance awareness of the Program for Potential Clients and increase the proportion of Potential Clients who take up their AMEP entitlement;
 - (b) attract new volunteers for the VTS;
 - (c) re-engage Former Clients who disengaged from the AMEP; and
 - (d) encourage other government and community stakeholders in the CR to refer Clients to the AMEP.
- 3.15.2 The Contractor must ensure all AMEP marketing and promotional material is approved by the Department as set out in the Draft Services Agreement (Attachment E) and the SPIs (Appendix 1 to the RFT COT). All material must clearly acknowledge Commonwealth funding, in accordance with the AMEP Brand Guidelines and the SPIs (Appendix 1 to the RFT COT).
- 3.15.3 The Contractor must ensure that any required AMEP marketing and promotional activity is approved by the Department, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.15.4 The Contractor must make available clear, accurate and easily accessible information on the Services in accordance with the SPIs (Appendix 1 to the RFT COT), including:
- (a) maintaining an accurate, user-friendly website:
 - i. that displays comprehensive information on the Program;
 - ii. which contains contact details for enquiries;
 - iii. with content written in 'plain English' and where possible, translated;
 - iv. with appropriate accessibility functions for a diverse audience;
 - (b) an active social media presence;
 - (c) making a member of its Personnel available during Business Hours, whose role is to provide advice to any person seeking information on the Program; and
 - (d) generally, acting as a single point of contact for providing general information on the Program.
- 3.15.5 The Contractor must actively promote flexible learning tuition modes and the availability of Department funded online English language resources, such as [AMEPOnline](#), to its Clients and stakeholders.
- 3.15.6 Marketing and promotion will include, but not be limited to, connecting with:
- (a) Potential Clients;
 - (b) Clients who have disengaged from the AMEP;
 - (c) community organisations, employers and industry stakeholders, particularly in relation to AMEP Work Connect; and
 - (d) education and training institutions in relation to pathways to further education, including further English as an additional language (EAL) post-AMEP.
 - (e) the community in relation to the recruitment of volunteers for the Volunteer Tutor Scheme.

- 3.15.7 The Contractor must establish, maintain and strengthen relationships with key stakeholders, for the purpose of:
- (a) raising awareness of the availability of the Services amongst:
 - i. agencies who wish to refer Potential Clients to the Contractor;
 - ii. Potential Clients; and
 - iii. potential volunteers for the Volunteer Tutor Scheme;
 - (b) encouraging a strong uptake of the Services by Potential Clients; and
 - (c) referring Clients to other services on an as required basis.

3.15.8 The Contractor must:

- (a) identify as a provider of the Services for which it has been contracted to deliver;
- (b) use branded signage as supplied, if any, by the Department, in the manner and form, and as directed by the Department, from time to time;
- (c) prominently display, distribute and make available branded information products supplied by the Department, and as directed by the Department, from time to time; and
- (d) perform the Services in a manner which complements and acknowledges other initiatives within the CR that may benefit Clients.

3.16 Stakeholder Relationships

- 3.16.1 The Contractor must establish and maintain productive relationships with the Department's AMEP Academy Provider and AMEP Quality Assurance Provider, in relation to the deliverables in this Statement of Requirement and in accordance with the SPIs, in order to assist the Department to facilitate continuous improvement and innovative solutions to improve Client outcomes.
- 3.16.2 The Contractor must establish and maintain productive relationships and ensure regular (at least quarterly) meetings with humanitarian and other settlement services providers and other key stakeholders within the CR, to identify settlement and humanitarian entrant specific needs and to collaborate on the development of solutions and innovative service delivery to all Clients.
- 3.16.3 The Contractor must establish and maintain productive relationships with *Workforce Australia* providers (and other Government Departments, as required) to support Clients who will benefit from AMEP tuition in their transition to the workforce.
- 3.16.4 The Contractor must establish and maintain productive relationships with the VET sector.
- 3.16.5 The Contractor must establish and maintain productive relationships with local employers and industries to support AMEP Work Connect.
- 3.16.6 The Contractor must establish and maintain productive relationships with local community organisations.

3.17 Additional Services

- 3.17.1 The Department may, from time to time during the Contract Term, require Additional Services (clause 5.11 of the Draft Services Agreement (Attachment E)) which may include, but are not limited to:
- (a) additional quantities or frequency of goods and/or Services;

- (b) additional training;
- (c) projects relating to the delivery of the Services (e.g. AMEP Innovate at paragraph 3.10);
- (d) professional advice or consultation on topics related to the Requirement; and
- (e) the development of teaching and professional learning resources.

If the Department requires Additional Services, the Department may request the Contractor to prepare and submit to the Department a proposal for the provision of those Additional Services in the form notified by the Department. The Department may, in its absolute discretion, accept or reject any proposal submitted by the Contractor and the Department is not bound to any proposal unless and until the Agreement is varied in accordance with clause 33.6 of the Draft Services Agreement to provide for the Additional Services.

- 3.17.2 The Contractor will not be entitled to charge or receive any reimbursement or payment for the cost of preparing any proposal relating to any request for Additional Services.
- 3.17.3 Where a variation is executed by the parties for the provision of Additional Services, then:
- (a) that variation forms part of the Agreement;
 - (b) the Contractor will provide the Additional Services specified in the variation;
 - (c) the Department will pay any fees or charges to the Contractor in accordance with the payment schedule set out in the executed variation; and
 - i. according to any additional standards or KPIs specified in the variation; and
 - ii. otherwise on the terms and conditions of the Agreement, except to the extent that the parties agree in writing that such terms and conditions do not apply.
- 3.17.4 The Additional Services process in this paragraph 3.17 does not in any way reduce or vary the Contractor's responsibility to provide the Services and perform its obligations set out in the Draft Services Agreement (Attachment E).

3.18 Discretionary Fee

- 3.18.1 In accordance with clause 7.3 of the Draft Services Agreement (Attachment E), during the Contract Term, the Department may, in its absolute discretion, pay additional amounts to the Contractor (paid at the hourly rates set out in Schedule 3 of the executed Agreement or an amount determined by the Department in its discretion) in connection with the implementation of any significant Commonwealth policy or process changes, or any significant information technology and information management updates (**Discretionary Fee**), including, but not limited to, costs associated with administration, data management and training.

3.19 Transitional Arrangements for Former Clients or Transferring Clients

- 3.19.1 A Transferring Client means an individual who is currently enrolled in and receiving AMEP services with an existing AMEP Contractor, in accordance with the SPIs (Appendix 1 to the RFT COT). Transferring Clients are not eligible for the Initial Assessment process or payment.
- 3.19.2 The Contractor must accept Transferring Clients from unsuccessful or non-tendering existing AMEP Contractors (or both) for the CR, in accordance with this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.19.3 A Former Client means an individual who has previously enrolled in the AMEP, and who has disengaged from the Program prior to reaching legislative exit requirements, or who was exited from the Program prior to 19 April 2021 on reaching legislative exit requirements in place at that time. Former Clients are not eligible for the AMEP Initial Assessment Payment.

The Contractor must accept all Former Clients, if they are assessed as meeting AMEP eligibility criteria, as set out in paragraph 1.4 of this Statement of Requirement.

- 3.19.4 The Contractor must provide all Services to Transferring Clients or eligible Former Clients for their CR, support seamless transition and continuity of the delivery of tuition services, in accordance with this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.19.5 From the Service Delivery Date, the Contractor must:
- (a) provide the Services to any Clients allocated by the Department to the Contractor where those same Clients were, prior to that date, receiving the same or similar services from a different Contractor; and
 - (b) comply with all reasonable directions by the Department relating to the Contractor's provision of Services to those Clients.
- 3.19.6 Where, by operation of paragraph 3.3.4, the Contractor is required to provide Services to a Client:
- (a) the Contractor must:
 - i. first assess the Client to determine the volume of services (or same or similar services) the client had received prior to the Commencement Date; and
 - ii. then commence providing those Services to that Client.
- 3.19.7 The Contractor must undertake a Commencement Process (paragraph 3.3) and a Placement Review for each Transferring Client or Former Client, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.19.8 Placement Reviews involve the assessment of a Transferring Client's or Former Client's English language proficiency and individual needs to determine the most appropriate AMEP class placement, MAP and other requirements;

[Note to Tenderers: Indicative Transferring Client data is at Table 1 in Appendix 3 to the RFT COT.]

- 3.19.9 During the contract negotiation period, the Department will issue more detailed directions for transition in and related matters, such as:
- (a) establishing Sites;
 - (b) Transferring Clients and Children in Child care;
 - (c) Client data entry, transfer, management, privacy and storage requirements;
 - (d) continuity of services (including communication protocols with outgoing Contractor); and
 - (e) reporting.

3.20 Commonwealth Assistance

- 3.20.1 The Department will provide the Contractor with the following resources and materials:
- (a) access to the IMS and appropriate training for relevant Personnel as specified in paragraph 4.21.3;
 - (b) [AMEPOnline](#), a website that provides a suite of interactive self-paced national curriculum resources;
 - (c) access to the Secure File Transfer System, which is a secure file transfer with the Department (including auditors, Quality Assurance Provider and Professional Learning Provider);

- (d) access to GovTeams, which is a comprehensive whole-of-government collaboration service for the Australian Public Service;
- (e) access to the AMEP Virtual Hub, which houses the Assessment Task Bank (ATB) and a range of teaching and PL resources for teachers; and
- (f) standardised reporting templates as outlined in paragraph 4.15 – Timing for Document Deliverables.

3.20.2 The Contractor must not adapt resources and materials provided to the Contractor by the Department or the Department's Third Party provider, except as permitted under the terms of the Draft Services Agreement (Attachment E).

4 CONTRACT ADMINISTRATION

4.1 Contract Relationship Management

4.1.1 The Contractor must:

- (a) implement and manage their internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Contractors;
- (b) develop and implement their own governance arrangements for effective contract and relationship management to ensure Service delivery is accountable, consistent and in coordination with the Department; and
- (c) be responsive to requests from the Department and the Department's Nominated Third Party providers, including changes in delivery to Services and requests for reporting.

4.1.2 The Contractor must nominate to the Department the key positions and corresponding resources that will manage the Draft Services Agreement (Attachment E) for each CR they are tendering for.

4.1.3 The Contractor must ensure that the key positions nominated in the Human Resource Management Plan are occupied at all times to achieve a strong and effective partnership and facilitate effective service delivery and contract management.

4.1.4 In accordance with the SPIs (Appendix 1 to the RFT COT), the Contractor must advise of changes to key positions within five (5) Business Days of the earlier of:

- (a) the change occurring; and
- (b) the Contractor becoming aware that changes will occur.

4.2 Contract Management Meetings

4.2.1 The Contractor must participate in contract management and performance related meetings, including Site visits, as required and at times and locations notified by the Department, at least once every six weeks. Most meetings will be held via telephone or online, however, there may be a requirement to attend meetings in person at the Department's nominated location during the Contract Term.

4.2.2 The Contractor must meet their own travel, accommodation and other costs associated with attendance at all meetings.

4.2.3 Unless otherwise directed, the Department is responsible for taking minutes of the meetings referenced in paragraph 4.2.1 and will distribute copies of the meeting minutes to the Contractor's nominated Personnel for review.

Other Meetings

- 4.2.4 The Contractor must participate in regular AMEP Service Provider meetings, as directed by the Department. The Department will take minutes of all AMEP Service Provider meetings and will distribute the minutes to the Contractor.
- 4.2.5 During the Contract Term, the Department will meet with the Contractor as required, to review and discuss items such as performance, reports, payments, disputes, security requirements, risk management and fraud control, compliance with WHS, non-compliances, settlement services and relevant industry and technology developments.
- 4.2.6 In advance of meetings, where possible, the Department will outline when and where they are to be held, and who is required to attend.
- 4.2.7 Unless otherwise directed, the Department is responsible for taking minutes of any such other meetings and will distribute to the Contractor for review.
- 4.2.8 Each party will bear its own costs in respect of all meetings called and attending to the matters arising which require their action or attention.

AMEP Service Provider Conference

- 4.2.9 The Contractor must attend each and any AMEP annual service provider conference, arranged by the Department, and send at least one (1), and if required two (2) Personnel. The Contractor must meet their own time, travel and accommodation costs associated with attendance.

4.3 Contract Reporting

- 4.3.1 During the Contract Term and as part of the administrative process, the Contractor must comply with all contract reporting as specified in the SPIs (Appendix 1 to the RFT COT). These reports at a minimum include:
- (a) Mid-year Reports - unless otherwise agreed in writing by the Department, Mid-year Reports must be submitted to the Department by 28 February each year in the form set out in the SPIs (with a Mid-year Report not required in the first year of the Contract Term). Mid-year Reports must report against the Annual Plan and show progression against KPIs.
 - (b) Annual Reports - unless otherwise agreed in writing by the Department, Annual Reports must be submitted to the Department by 30 September each year in the form set out in the SPIs (Appendix 1 to the RFT COT). Annual Reports must report against the elements of the Annual Plan, show progression against KPIs and include, but are not limited to:
 - i. Audited annual financial statements;
 - ii. information on Client complaints and incidents, and register of complaints;
 - iii. lessons learnt;
 - iv. evidence of compliance with the Indigenous Procurement Policy;
 - v. current WGE Act letter of compliance;
 - vi. threat and risk assessment report;
 - vii. Australian Industry Participation Plan Implementation report;
 - viii. reporting against National Waste Policy;
 - ix. written confirmation that it has complied with all of the Department's Security requirements; and

- x. a minimum of two (2) good news stories or case studies to highlight Client and Contractor achievements.
 - (c) Compliance Reports - due within 14 Calendar Days of a request by the Department. Compliance Reports may relate to any aspect of the Contractor's compliance with the Draft Services Agreement (Attachment E).
 - (d) Client Surveys - as requested by the Department, up to a maximum of two (2) times per financial year. The Contractor must conduct the surveys:
 - i. in the form required by the Department; and
 - ii. provide the results of the surveys, as well as copies of all completed surveys, to the Department, or the Department's Nominated Third Party provider, within the timeframe specified by the Department.
- 4.3.2 The Department will provide the Contractor with templates for the Annual Plan, Annual Report and Mid-year Report, along with instructions to assist in meeting reporting requirements. These templates may be varied from time to time and the Department will provide updated versions to the Contractor as and when required. The Contractor must implement any updated versions of these templates at its own cost.
- 4.3.3 During the Contract Term and as part of the administrative process, the Contractor may also be required to provide written reports on:
 - (a) progress of the Service delivery requirements;
 - (b) meeting KPIs;
 - (c) contact with security classified material;
 - (d) security incidents; and
 - (e) incidents (including but not limited to WHS).
- 4.3.4 Reports including, but not limited to the above, are to be provided on an as requested basis, at no additional cost to the Department.
- 4.3.5 The Contractor is required to maintain appropriate Records (as defined in, and in accordance with, the Draft Services Agreement – Attachment E) in respect of the information that is reported to the Department, and provide these Records as and when requested by the Department

4.4 Planning and Program Implementation

- 4.4.1 The Contractor must perform the Services in an efficient, effective and comprehensive manner, including that it must:
 - (a) provide all relevant plans, policies and guidelines within the specified timeframes outlined in this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT); and
 - (b) ensure all plans include:
 - i. specific requirements where appropriate; and
 - ii. overarching management principles.
- 4.4.2 The Contractor must develop the following plans and documents in accordance with this Statement of Requirement (including the schedule set out in paragraph 4.15 – Timing for

Document Deliverables) and must ensure that all Personnel comply with those plans and documents once they have been approved:

- (a) Risk Management Plan and Risk Register;
- (b) Fraud and Corruption Control Plan;
- (c) ICT Policies and Procedures;
- (d) Business Continuity Plan;
- (e) Human Resource Management Plan;
- (f) Work Health and Safety Plan;
- (g) Contract Transition-Out Plan;
- (h) Annual Plan;
- (i) Communications Plan; and
- (j) Other contract reporting.

4.4.3 Unless otherwise specified or agreed to by the Department, the Contractor must review and update:

- (a) all plans and documents listed above as required and at a minimum, on an annual basis, to ensure they remain accurate and current; and
- (b) the ICT policies and procedures within one (1) month of the Department notifying the Contractor that it deems that a significant change has occurred in respect of the IMS or ICT requirements and the Contractor has implemented such change to the IMS or ICT (as appropriate).

4.5 Contract Transition-In Plan

[Note to Tenderers: The contract Transition-In Period is the period from the Commencement Date and continues until transition-in is accepted (Transition-In Period) (see Attachment F – Glossary) and prior to the Service Delivery Date detailed in Section 3 – Detailed Description of Services. Refer to Part 1 of RFT COT – RFT Details for the range of dates that Service delivery may commence.]

4.5.1 As part of their Tender, Tenderers should provide a draft Transition-In Plan which meets the requirements set out in paragraph 4.5.2.

4.5.2 The draft Transition-In Plan must, at a minimum, describe all the tasks and activities required to ensure that the Contractor can effectively commence performing all of the Services by 1 January 2026 (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement), including but not limited to:

[Note to Tenderers: Tenderers tendering for multiple CRs may provide a consolidated Transition-In Plan that applies to all CRs for which the Tenderer is tendering. Please indicate if the Transition-In Plan submitted covers all regions tendered for. Where applicable, Tenderers should identify which part of the Transition-In Plan relates to the corresponding CR. The Transition-In Plan should take into account and include any particular transition issues relevant to Client cohorts within the identified CR(s) (see Appendix 2 and 3 to the RFT COT for Client profiles and statistics).]

- (a) securing the facilities, equipment, assets and learning resources (both digital and physical) necessary for the delivery of the Services, including all proposed teaching premises for the provision of Classroom Tuition and other interactive modes of tuition,

and community and work-based facilities for Services to be delivered where applicable, corporate offices (for example, where administrative staff and the Contract Manager will work from) and the arrangement or provision of child care places – with details of their respective locations;

- (b) a comprehensive Personnel transition-in strategy, including details of how the Contractor will engage and retain sufficient adequately skilled, experienced, qualified, cleared and authorised Personnel to perform the Services within the nominated CR/s, including teachers, Pathway Guidance Officers, Volunteer Tutors and administrative staff;
- (c) delivering qualifications within [the EAL Framework](#) national curriculum across all modes of tuition and all training levels;
- (d) details of the training that will be delivered to Personnel during the Transition-In Period, including in the use of the Contractor's and the Department's AMEP-related policies, procedures and ICT systems;
- (e) details of how the Contractor will ensure continuity of Service delivery to Clients, including working with the incumbent Contractor/s and Department to transition existing services, including those Clients who may transfer to the Contractor from other CRs;
- (f) details of how the Contractor will provide sufficient child care places for the Children of AMEP Clients in the nominated CR/s;
- (g) the proposed transition-in team, including names, roles, experience and percentage of their time allocated to transition-in and the intended dates of their commencement and withdrawal from the transition-in process;
- (h) timing proposed for transition-in implementation, including a separate detailed transition-in project timeline, setting out each task and activity required to perform all the Services;
- (i) any proposed subcontracting arrangements;
- (j) details of the Contractor's proposed ICT arrangements, including the establishment/development of a Student Management System (SMS) and other information technology system/s in accordance with paragraphs 4.21 to 4.24, and use of, and links with, the Department's IMS from time to time;
- (k) strategies and processes for the collection and transfer of data and Client Records as detailed in the IMS Data Exchange Protocol (Appendix 6 to the COT);
- (l) how any relevant information technology systems will be established or adapted to meet exchange and other requirements, including obtaining any relevant clearances and compliance statements specified in paragraphs 4.23 – General ICT requirements and 4.22 – Data requirements;
- (m) records and information management, in accordance with applicable privacy and records management requirements;
- (n) details of how the Contractor will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Agreement – Attachment E (including applicable security governance, information security, personnel security and physical security);
- (o) asset management;
- (p) communications and stakeholder engagement to support delivery of the Services, including details of how the Contractor will actively promote the AMEP, including with Personnel, existing Clients, Potential Clients, employers and industry stakeholders, settlement and employment providers, including humanitarian settlement services,

community organisations, other state, territory and Australian Government agencies involved in the support of Clients;

- (q) process mapping, including draft process maps as attachments to the Transition-In Plan, where relevant, for the establishment of services;
- (r) milestones for the approval by the Department of all plans and documents required in accordance with the Draft Services Agreement (Attachment E);
- (s) milestones required to be met for achievement of transition-in of the Services;
- (t) details of the acceptance criteria for each of the milestones;
- (u) details of the responsibilities of the parties during the Transition-In Period;
- (v) details of how the Contractor will establish capacity to deliver the Services;
- (w) details of how the Contractor will establish robust managerial and administrative governance arrangements to deliver the Services, in order to comply with this Statement of Requirement;
- (x) details of any assumptions the Contractor's Transition-In Plan is based on; and
- (y) details of key risks identified that could significantly limit the Contractor's ability to complete transition-in on schedule, together with information about mitigation strategies to address each risk.

4.5.3 The Contractor will be required to participate in regular teleconferences or online meetings, as directed by the Department, throughout the Transition-In Period, to report on activities and milestones detailed in the Transition-In Plan and project timeline.

4.5.4 The Contractor must notify the Department when all activities and requirements in their Approved final Transition-In Plan have been completed.

4.5.5 The Department will issue the Contractor with a Certificate of Acceptance when the Department is satisfied that the Contractor:

- (a) has completed the requirements of their Approved final Transition-In Plan(s);
- (b) has submitted all plans, documents and other Deliverables that are due within the Transition-In Period, to the acceptable required standard, as detailed in paragraph 4.15– Timing for Document Deliverables; and
- (c) are considered ready to deliver the Services.

4.6 Risk Management Plan and Risk Register

4.6.1 The Contractor must provide a Risk Management Plan and Risk Register detailing the identification, management and mitigation of risks to the AMEP for approval by the Department, in accordance with the timeframes set out at paragraph 4.15.

4.6.2 The Contractor must:

- (a) understand the nature of the risks to the AMEP;
- (b) systematically identify, assess, treat, monitor and review those risks; and
- (c) ensure that risk and fraud identification, assessment and prevention are embedded into processes at all levels.

4.6.3 The Risk Management Plan and Risk Register must be consistent with the Commonwealth Risk Management Policy and Commonwealth Fraud Control Framework, and must, at a minimum, describe:

- (a) how the Contractor will identify, seek to prevent and manage risks in relation to the Services, including specific risks unique to the AMEP;
- (b) the level of conformance to recognised standards for risk management (AS ISO 31000:2018);
- (c) criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria;
- (d) how risks will be categorised and appropriate risk treatment strategies applied;
- (e) how risks will be reported internally and to the Department; and
- (f) the thresholds for escalation and management of risks.

4.6.4 The Contractor must:

- (a) incorporate or otherwise address any comments or feedback from the Department on the Risk Management Plan and Risk Register;
- (b) comply with and implement the approved Risk Management Plan and Risk Register during the Contract Term;
- (c) perform its obligations under the Draft Services Agreement (Attachment E) in a manner that facilitates identification, control, management and mitigation of the risks in connection with the Draft Services Agreement, whether or not a risk is identified in the approved Risk Management Plan and Risk Register;
- (d) provide the Department with information and documents in relation to the Risk Management Plan and Risk Register promptly on request by the Department;
- (e) promptly report to the Department on the status of the Risk Management Plan and Risk Register, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Risk Management Plan and Risk Register throughout the Contract Term in accordance with the Draft Services Agreement, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

4.7 Fraud and Corruption Control Plan

4.7.1 The Contractor must provide a Fraud and Corruption Control Plan detailing the approach to the management, prevention and detection of fraud related risks to the AMEP for approval by the Department, in accordance with the timeframe set out at paragraph 4.15.

4.7.2 The Contractor must:

- (a) understand the nature of the fraud and corruption related risks to the AMEP;
- (b) systematically identify, assess, treat, monitor and review those risks; and
- (c) ensure that fraud and corruption identification, assessment, and prevention are embedded into processes at all levels.

4.7.2.1 The Fraud and Corruption Control Plan must be consistent with the Department's Risk Management strategies and the Commonwealth Fraud and Corruption Control Framework, and must, at a minimum, describe and address:

- (a) fraud risk management in the Contractor's organisation more broadly, such as personnel vetting;
- (b) fraud risk management specific to the AMEP;
- (c) the specific fraud risks unique to the AMEP;

- (d) how the Contractor will identify, prevent and manage risk of fraud and corruption in the performance of the Services;
- (e) a summary of fraud and corruption risks and vulnerabilities associated with the Services;
- (f) treatment strategies and controls put in place to manage fraud and corruption risks and vulnerabilities;
- (g) how the Contractor will assess the adequacy of existing controls;
- (h) how the Contractor will train Personnel in identifying and dealing with fraud; and
- (i) how any instances of fraud or suspected fraud will be reported internally and to the Department.

4.7.3 The Contractor must:

- (a) comply with and implement the approved Fraud and Corruption Control Plan during the Contract Term;
- (b) incorporate or otherwise address any comments or feedback from the Department on the Fraud and Corruption Control Plan during the Term;
- (c) perform its obligations under the Draft Services Agreement (Attachment E) in a manner that facilitates identification, control, management and mitigation of fraud and corruption related risks in connection with the Draft Services Agreement, whether or not a risk is identified in the approved Fraud and Corruption Control Plan;
- (d) provide the Department with information and documents in relation to the Fraud and Corruption Control Plan promptly on request by the Department;
- (e) promptly report to the Department on the status of the Fraud and Corruption Control Plan, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Fraud and Corruption Control Plan throughout the Contract Term, as and when necessary, to ensure the plan identifies current fraud risks and appropriate prevention or mitigation strategies at all times.

4.8 ICT Policies and Procedures

[Note to Tenderers: Tenderers should provide the Department with their ICT policies and procedures relevant to the requirement with their Tender response.]

4.8.1 ICT policies and procedures should include:

- (a) a description of the ICT policies, procedures and business processes to enable the Services to be provided in an efficient, secure and accountable manner in accordance with the Draft Services Agreement – Attachment E;
- (b) a description of the ICT security arrangements, including anti-virus and anti-spyware measures;
- (c) Harmful Code protection and prevention procedures, in accordance with clause 23.12 of the Draft Services Agreement – Attachment E;
- (d) a description of the Mobile Computing Policy if Mobile Computing Devices are used for the provision of the Services;
- (e) a description of the policies, protocols and safeguards for external storage devices;

- (f) the physical locations where the Contractor's Personnel will be accessing the Department's systems and information;
 - (g) ICT Disaster Recovery Plan and business continuity arrangements;
 - (h) a description of user access management;
 - (i) a description of password management;
 - (j) a description of the ICT process for handling data privacy, based on the *Privacy Act 1988* (Cth) and the Australian Privacy Principles; and
 - (k) a description of the ICT incident management and reporting.
- 4.8.2 The provision of the ICT policies and procedures outlined at paragraph 4.8.1 is in addition to completion of the Service Delivery Partner Control Assessment (Appendix 4 of the RFT COT).
- 4.8.3 The ICT Policies and Procedures must be updated within one (1) month of the Department notifying the Contractor that the Department deems that a significant change has occurred in respect of the IMS or ICT requirements and the Contractor has implemented such change to the IMS or ICT (as appropriate).

4.9 Business Continuity Plan

- 4.9.1 The Contractor must deliver a Business Continuity Plan (BCP) in accordance with the timeframe set out at paragraph 4.15 and in line with International Standard 22301 Security and Resilience - Business continuity management systems — requirements 2019 (ISO 22301:2019), Australian/New Zealand Standard 5050 (Int): 2020 (AS/NZS 5050:2020) and the Business Continuity Institute Good Practice Guidelines 2018 (BCI GPG) to:
- (a) ensure continuity of Services provided to the Department; and
 - (b) support resumption of the Department's business operations in regard to establishing services (including the Services).
- 4.9.2 The BCP must be informed by a business impact assessment to determine continuity and recovery priorities, identify dependencies, and undertake a risk assessment to identify, analyse and evaluate potential disruption risks.
- 4.9.3 The BCP must address risk management, business impact analysis, incident response, disaster recovery and longer term unforeseen events, such as a pandemic.
- 4.9.4 The BCP must include, at a minimum:
- (a) an outline of the key Services and the priority of functions;
 - (b) Contractor Key Personnel roles and responsibilities in the event of an emergency and for responding to recovering from business disruptions;
 - (c) key contacts details;
 - (d) detailed continuity and recovery procedures that can be implemented when required resources are unavailable, which includes addressing loss of Personnel, loss of Workplace, loss of ICT, loss of or damage to Equipment and loss of Suppliers;
 - (e) detailed procedures in regards to establishing services to support the Department's business continuity; and
 - (f) notification, reporting and communication protocols.
- 4.9.5 The Contractor must have arrangements in place to ensure the BCP and corresponding Documentation is regularly reviewed, tested and updated annually or after activation, to ensure continual service improvement of the Business Continuity Management System.

- 4.9.6 Post-exercise or post-activation reports (or both) must be prepared by the Contractor capturing lessons learned and reflecting changes to be incorporated into the Business Continuity Plan.
- 4.9.7 Post-exercise or post-activation reports (or both) must be provided by the Contractor to the Department within 30 Business Days.

4.10 Human Resource Management Plan

- 4.10.1 The Contractor must provide the Department with a Human Resource Management Plan for approval, in accordance with the timeframe set out at paragraph 4.15.
- 4.10.2 The Human Resource Management Plan must, at a minimum:
- (a) comply with the requirements of the Draft Services Agreement (Attachment E), including this Statement of Requirement and all Draft Services Agreement standards, including the APS Code of Conduct;
 - (b) include induction and ongoing training programs for Personnel that is sufficiently tailored for the different roles and responsibilities;
 - (c) describe the Contractor's attraction and retention strategy and how it will ensure it has sufficient Personnel with appropriate skills and qualifications to deliver the Services;
 - (d) identify specific Personnel for key positions nominated by the Contractor, including specified Personnel and detail the specified Personnel minimum qualifications and experience for said key positions;
 - (e) include strategies to ensure Personnel meet ongoing qualification, registration and training requirements for different roles; and
 - (f) detail the strategy for management and development of Personnel skills.
- 4.10.3 The Contractor must regularly update and submit for approval the Human Resource Management Plan throughout the Contract Term, as and when necessary.
- 4.10.4 The Contractor must ensure that the key positions are occupied at all times.
- 4.10.5 The Contractor must advise of changes to key positions within five (5) Business Days.

[Note to Tenderers: Tenderers should indicate in the Tender Response Form the key resources that will be allocated to managing Personnel contractors.]

4.11 Work Health and Safety Plan

- 4.11.1 The Contractor must provide the Department with a Work Health and Safety (WHS) Plan for approval, in accordance with the timeframe set out at paragraph 4.15.
- 4.11.2 The WHS Plan should, at a minimum, address the following:
- (a) describe how the Contractor will comply with their WHS obligations under the Draft Services Agreement (Attachment E) and applicable legislation and any current industry standards and practice, including the *Work Health and Safety Act 2011* (Cth);
 - (b) identify, prevent and manage the risk of work health and safety issues for the Contractor's Personnel in the performance of the Services;
 - (c) be consistent with AS/NZS ISO 45001:2018 – Occupational Health and Safety Management System – Specification for use; and
 - (d) include policies and procedures relating to:
 - i. hazard control and risk management;
 - ii. infection control, where appropriate;

- iii. occupational hygiene;
- iv. safety and security of persons working at a facility;
- v. WHS training and induction requirements for Personnel working onsite at a facility;
- vi. emergency and disaster management procedures in the event of cyclones and bushfires where relevant to risk;
- vii. consultation;
- viii. incident notification; and
- ix. Personnel support including post-incident management and debrief activities.

4.11.3 The Contractor must:

- (a) regularly review and update the WHS Plan throughout the Contract Term to ensure it remains appropriate and current at all times, and submit any updated plan to the Department for approval; and
- (b) comply with the WHS Plan.

4.12 Contract Transition-Out Plan

4.12.1 The Contractor must provide the Department with a Transition-Out Plan, including a proposed and detailed timeline for implementation, for approval by the Department in accordance with the timeframe set out at paragraph 4.15.

4.12.2 The Transition-Out Plan must detail tasks and activities that will be undertaken to disengage from the Services upon expiry or termination of the Draft Services Agreement (Attachment E) by the end of the Contract Term, or such other date agreed by the Department.

4.12.3 The Transition-Out Plan must, at a minimum, include:

- (a) how the Contractor will effectively and efficiently disengage from the Services upon expiry or termination of the Draft Services Agreement (Attachment E) by the end of the Contract Term, or such other date agreed by the Department;
- (b) detail of all tasks and activities that will be undertaken to disengage, including in relation to:
 - i. facilities, equipment, assets and learning resources (both digital and physical) used for the delivery of the AMEP (including Child care services);
 - ii. a comprehensive Personnel transition-out strategy, including details of how the Contractor will disengage Personnel performing the Services within the nominated CR/s, including but not limited to, teachers, Pathway Guidance Officers, Volunteer Tutors and administrative staff;
 - iii. the support that will be delivered to Personnel during the transition-out period, including suitable notice periods and career paths;
 - iv. how the Contractor will ensure continuity of AMEP service delivery to Clients, including working with the incumbent Contractor/s and the Department to transition existing Services, including those Clients who may transfer to the Contractor from other CRs;
 - v. how the Contractor will provide sufficient Child care for the Children of Clients in the nominated CR/s;
 - vi. the proposed transition-out team, including names, roles, experience and percentage of their time allocated to transition-out and the intended dates of their commencement and withdrawal from the transition-in process;

- vii. timing proposed for transition-out implementation, including a separate detailed transition-out project timeline, setting out each task and activity required to perform all the Services;
 - viii. transition-out of any subcontracting arrangements;
 - ix. Records and information management, in accordance with the [Privacy Act 1988](#) (Privacy Act) and the [Archives Act 1983](#) (Cth) and all other relevant laws, Departmental and Records management requirements;
 - x. Records and information management, including strategies and processes for the collection and secure transfer of data and Client Records and other Commonwealth Material, including from any incumbent Contractor/s to the Department and/or to a new Information Management System;
 - xi. how the Contractor will maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Agreement – Attachment E (including applicable security governance, information security, personnel security and physical security);
 - xii. asset management;
 - xiii. communications and stakeholder engagement to maintain delivery of the Services, including details of how the Contractor will accurately communicate the AMEP changes, including with Personnel, existing Clients, Potential Clients, new Clients, employers and industry stakeholders, settlement and employment providers, employment organisations, community organisations, other state, territory and Australian Government agencies involved in the support of Clients, education and training institutions, and other relevant community stakeholders;
 - xiv. process mapping, including draft process maps as attachments to the Transition-Out Plan, where relevant, for any identified deliverables which will require multiple steps and decisions in a detailed process;
 - xv. milestones required to be met for achievement of transition-out of the Services;
 - xvi. the responsibilities of the parties during the Transition-Out Period;
 - xvii. how the Contractor will establish robust managerial and administrative governance arrangements to maintain delivery of the Services during transition-out, in order to comply with this Statement of Requirement;
 - xviii. any assumptions the Contractor's Transition-Out Plan is based on;
 - xix. key risks identified that could significantly limit the Contractor's ability to complete transition-out on schedule, together with information about mitigation strategies to address each risk; and
 - xx. financial Records and acquittals.
- (c) details which describe:
- i. the Contractor's ability to work collaboratively with the Department and a new contractor if there is a transfer of Services, ensuring service continuity, including shadowing arrangements with and training of a new contractor, as directed by the Department;
 - ii. how the Contractor will ensure that any Services to be provided under the Draft Services Agreement (Attachment E) will continue to be provided in accordance with the Draft Services Agreement, or are appropriately

- transferred to the Department, or a new contractor (as required by the Department);
- iii. how the Contractor will ensure accurate and current AMEP information regarding transition-out activities, changes and impacts to its clients and the general public;
 - iv. how the Contractor will meet all other transition-out requirements as notified by the Department;
 - v. appropriate milestones for accepting of, and timeframes for performing, the Contract transition out Services; and
 - vi. the Contractor's responsibilities during the Transition-Out Period.
- (d) details of how the Contractor will work collaboratively with the Department and incoming Contractors;
- (e) details of how the Contractor will ensure all Services are effectively and efficiently completed in accordance with the Draft Services Agreement (Attachment E);
- (f) details of how the Contractor will appropriately and seamlessly transfer the following to an incoming Contractor;
- i. Clients;
 - ii. Children of Clients in Child care;
 - iii. Client data;
 - iv. assets;
 - v. property; and
 - vi. Volunteer Tutors;
- (g) details of how the Contractor will engage with and manage communications with:
- i. existing Clients;
 - ii. Personnel;
 - iii. Child care providers;
 - iv. Volunteer Tutors;
 - v. community organisations and government agencies also providing services to Clients; and
 - vi. businesses providing work experience placements for Clients.
- (h) details of how the Contractor will manage Personnel arrangements;
- (i) details of how the Contractor will manage subcontracting arrangements;
- (j) details of how the Contractor will manage financial Records and acquittals;
- (k) details of how the Contractor will establish and maintain appropriate security processes and practices to protect and transfer Commonwealth information, including applicable privacy and Records management requirements;
- (l) details of how the Contractor will meet all other transition-out requirements as notified by the Department;
- 4.12.4 The Contractor will be required to participate in regular teleconferences, as directed by the Department, throughout the Transition-Out Period, to report on activities and milestones detailed in the Transition-Out Plan and project timeline.

- 4.12.5 The Contractor must notify the Department when all activities and requirements in its approved final Transition-Out Plan have been completed.
- 4.12.6 The Transition-Out Plan must include:
- (a) appropriate milestones for the accepting of, and timeframes for performing, all transition-out activities; and
 - (b) the Contractor's responsibilities during the Transition-Out Period.

4.13 Annual Plan

- 4.13.1 The Contractor must develop an Annual Plan using Departmental templates (as per paragraph 4.15), with relevant sections for each of its CRs, and submit to the Department for acceptance by 30 June each year, or the following Business Day should this date fall on a weekend or public holiday, unless otherwise agreed in writing by the Department.
- 4.13.2 The Contractor must develop an Interim Annual Plan to outline its plans for service delivery during the 2025 -26 financial year using Departmental templates (as per paragraph 4.15) for their CRs and submit to the Department for review and approval within six (6) weeks of the Commencement Date.
- 4.13.3 The Contractor must actively engage and work with the Department to ensure its Annual Plan meets the Department's requirements. The Annual Plan must be approved by the Department.
- 4.13.4 The Annual Plan must include, but is not limited to:
- (a) a description of the capabilities of Personnel and volunteers, including Subcontractors for each CR;
 - (b) a description of the operating environment;
 - (c) an activity plan for the delivery of tuition;
 - (d) an activity plan for the delivery of AMEP Work Connect;
 - (e) Child care strategy;
 - (f) promotional strategy;
 - (g) stakeholder engagement strategy;
 - (h) Client retention strategy;
 - (i) VTS strategy;
 - (j) quality management system documentation;
 - (k) Risk Management Plan and Risk Register;
 - (l) Fraud and Corruption Control Plan;
 - (m) ICT policies and procedures (including the ICT Disaster Recovery Plan and ICT Business Continuity Plan);
 - (n) Code of Conduct and Complaints Strategies;
 - (o) Business Continuity Plan;
 - (p) Human Resource Management Plan;
 - (q) compliance strategies: meeting KPIs;
 - (r) Insurance certificates of currency;

- (s) Commonwealth Child Safe Framework strategy (including risk assessment and risk management strategy) and annual statement of compliance; and
- (t) Work Health and Safety Plan.

4.14 Communications Plan

4.14.1 The Contractor must develop a Communications Plan that sets out a framework for how communications and reporting requirements in relation to the provision of the Services will be managed by the Contractor, including the notification, management and closure of issues and complaints, in accordance with the timeframe set out at paragraph 4.15.

4.14.2 The draft Communications Plan must, at a minimum:

- (a) identify governance and reporting structures, including key contacts within all parties for the purposes of communication, notification and escalation, and their responsibilities;
- (b) set out the standards and qualities the Contractor expects of Personnel when interacting and dealing with the Department;
- (c) outline how the Contractor will implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Contractors;
- (d) outline how the Contractor will develop and implement its own governance arrangements for effective contract and relationship management to ensure service delivery is accountable, consistent and in coordination with the Department;
- (e) outline how the Contractor will be responsive to requests from the Department, including changes in delivery to Services and requests for reporting;
- (f) describe how general business enquiries will be managed;
- (g) specify the types of breaches that are required to be reported under the Draft Services Agreement (Attachment E), detailing the notification and escalation, management and reporting requirements in relation to each type of breach, based on the relevant severity of the breach; and
- (h) detail the notification and escalation, management, closure and reporting requirements in relation to issues and complaints, including the relevant notification criteria and relevant procedures and timeframes to be adhered to.

4.15 Timing for Document Deliverables

4.15.1 The table below sets out when the document deliverables are to be provided.

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Contract Transition-In Plan	4.5 of SOR	Draft including detailed project timeline	Tender response	Monthly reporting during the Transition-In Period in accordance with the Draft Services Agreement (Attachment E). Regular transition meetings with outgoing AMEP Contractors and the Department.
		Updated Draft	An updated version incorporating any changes requested by the Department within five (5) Business Days of the request, as part of contract negotiations	
		Final	Prior to Commencement Date	
Indigenous Participation Plan	Paragraph 43 of Part 2 – RFT Conditions of Tender - Indigenous Procurement Policy	Final	Tender response	As requested by the Department
Indigenous Participation Plan Report	22.3 of the Draft Services Agreement (Attachment E)	Final	Quarterly and Annually	A written report to be submitted via the IPPRS at least once every quarter during the Contract Term. Written Reports, and evidence of compliance will be requested as part of the Annual Report.

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Indigenous Participation End of Term Report	22.3 of the Draft Services Agreement (Attachment E)	Final	Within five (5) Business Days after the end of the Contract Term.	Not applicable
Australian Industry Participation Plan	SOR – required post RFT	The Department may require an Australian Industry Participation Plan pending a determination as such from the Department of Industry, Science, and Resources	Prior to Commencement Date	If required, and an Implementation Report annually as part of the Annual Plan, or as requested by the Department
Australian Industry Participation Implementation Report	22.4 of the Draft Services Agreement (Attachment E)	Final	Annually	Implementation Report to be delivered as part of the Annual Report, or as requested by the Department.

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
ICT Policies and Procedures	4.8 of SOR	Draft	Tender response	An update annually as part of the Annual Plan, or as requested by the Department. Updates within one (1) month of the Department notifying the Contractor that it deems that a significant change has occurred in respect of the IMS or ICT requirements and the Contractor has implemented such change to the IMS or ICT (as appropriate).
		Final	A final version incorporating any changes requested by the Department within 10 Business Days of the Commencement Date	
Risk Management Plan and Risk Register	4.6 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update at least annually as part of the Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Risk Management Plan and Risk Register	
Fraud and Corruption Control Plan	4.7 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update at least annually as part of the Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business	

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
			Days following the provision of the draft Fraud and Corruption Control Plan	
Business Continuity Plan	4.9 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update at least annually as part of the Annual Plan, or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Business Continuity Plan	
Human Resource Management Plan	4.10 of SOR	Draft	Within two (2) months of the Commencement Date	An update annually as part of the Annual Plan, or within five (5) Business of changes to key positions or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Human Resource Management Plan	
Work Health and Safety Plan	4.11 of SOR	Draft	Within two (2) months of the Commencement Date	An update annually as part of the Annual Plan, or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Work Health and Safety Plan	
Communications Plan	4.14 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update annually as part of the Annual Plan, or as

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
		Updated draft	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Communication Plan	requested by the Department.
Contract Transition-Out Plan	4.12 of SOR	Draft	Within six (6) months of Commencement Date	To be submitted within 20 Business Days of any request from the Department. Monthly reporting during the Transition-Out Period in accordance with the Draft Services Agreement (Attachment E). Regular transition meetings with incoming AMEP Contractors and the Department.
		Updated draft	An updated version incorporating any changes requested by the Department within 20 Business Days of the request	
		If a Termination Notice is issued under the Draft Services Agreement (Attachment E)	Within one (1) month of the date on which notice is given	
		Final	Six (6) months before the End Date	
Annual Plan (Interim)	4.13 of SOR	Draft	Within six (6) weeks of the Commencement Date	The Contractor must engage with and work with the Department to ensure the Department accepts their interim Annual Plan.
Annual Plan	4.13 of SOR	Draft	30 June each year following the Commencement Date	The Contractor must engage with and work with the Department to ensure the

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
				Department accepts their Annual Plan.
Mid-year Reports	4.3.1(a) of SOR	Final	28 February each year (not required in 2026)	Annually
Annual Reports	4.3.1(b) of SOR	Final	30 September each year	Annually
Compliance Reports	4.3.1(c) of SOR	Final	Within 14 Calendar Days of the request	Ad hoc
Client Surveys	4.3.1(d) of SOR	Final	Up to a maximum of two (2) times per financial year, at the Department's request.	As requested by the Department
Data Breach Assessment	22.14 (of the Draft Services Agreement (Attachment E))	Final	<p>Notify the Department within three (3) Business Days of becoming aware of an eligible data breach.</p> <p>Contractor to conduct its own assessment of whether the privacy breach is a notifiable data breach under section 26WH of the Privacy Act and provide the Department with a copy of their completed assessment within 24 hours of the assessment being completed.</p>	As required
Incident report (includes WHS, Security, Notifiable Incidents)	22.7 of the Draft Services Agreement (Attachment E)	Final	Within three (3) Calendar Days of the incident occurring or as otherwise directed by the Department.	As required

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
ICT Disaster Recovery Plan and ICT Business Continuity Plan	23.9 of the Draft Services Agreement (Attachment E)	Final	Within 120 Business Days after the Commencement Date	An update annually as part of the Annual Plan, or as requested by the Department.
Threat and Risk Assessment Report	23.10 of the Draft Services Agreement (Attachment E)	Final	Within ten (10) Business Days after the Commencement Date	An update annually as part of the Annual Plan, or as requested by the Department.
WGE Letter of Compliance	22.5 of the Draft Services Agreement (Attachment E)	Final	Within 18 months from the Commencement Date	Following the initial provision, an update annually as part of the Annual Report, or as requested by the Department.
Modern Slavery Risk Management Plan	22.9 of the Draft Services Agreement (Attachment E)	Final	Within one month of the Commencement Date	Within 10 Business days of a written request from the Department

4.16 Business Quality Assurance

- 4.16.1 As a Registered Training Organisation (RTO), the Contractor must adhere to the VET Quality Framework and comply with all its components, including the Standards for Registered Training Organisations (or equivalent according to the Contractor's RTO registration). The Contractor must also adhere to the requirements of [the EAL Framework](#) curriculum.
- 4.16.2 The Contractor must, at a minimum, have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.
- 4.16.3 The Contractor should have, and provide evidence of, a certified quality management system to AS/NZS ISO 9001:2016 standard or equivalent by a certifying body registered with the Joint Accreditation System – Australia and New Zealand, or an equivalent body.
- 4.16.4 A quality management system may be integrated with other management systems, such as those for environmental and occupational health and safety management. In these circumstances, it is the responsibility of the Contractor to demonstrate evidence of such a system.

4.17 AMEP Performance Management Framework

- 4.17.1 The Australian Government is committed to providing Clients with high quality English language training under the AMEP.
- 4.17.2 The AMEP Performance Management Framework is intended to provide the necessary evidence to ensure compliance, accountability, inform continuous improvement and measure quality.
- 4.17.3 Under the AMEP Performance Management Framework, the Department will assess and monitor the performance of the Contractor in terms of efficiency, effectiveness and quality of service delivery.
- 4.17.4 The AMEP Performance Management Framework, to be administered by the Department and the Department's Quality Assurance Provider, will be underpinned by the introduction of AMEP Quality Guidelines and Standards (the AMEP Standards).
 - (a) The AMEP Standards are to be developed by the Department's AMEP Quality Assurance Provider, in consultation with the Contractor.
 - (b) The criteria for the AMEP Standards are provided at Appendix 9 to the RFT COT.
 - (c) The Contractor must comply with the AMEP Standards at all times and the Contractor's performance will be assessed against the AMEP Standards (see KPI 5 at paragraph 4.20 – AMEP Key Performance Indicators (KPIs)).
- 4.17.5 The AMEP Performance Management Framework includes, but is not limited to:
 - (a) regular contract management meetings between the Department and the Contractor (refer to paragraph 4.2 – Contract Management Meetings);
 - (b) data analysis and reporting from the IMS (refer to paragraph 4.22 – Data Requirements);
 - (c) regular reporting to the Department accompanied by evidence to substantiate claims (e.g. Mid-year and Annual Reports) (refer to paragraph 4.3 – Contract Reporting)
 - (d) Client Satisfaction Surveys (refer to paragraph 4.3 – Contract Reporting);
 - (e) regular review of risks and mitigation strategies (refer to paragraph 4.6 – Risk Management Plan and Risk Register);

- (f) a comprehensive AMEP Quality Assurance Program (refer to paragraph 4.18 – AMEP Quality Assurance Program);
- (g) Internal and External Audits (refer to paragraph 4.19 – Internal and External Audit);
- (h) measurement of performance against Key Performance Indicators (KPIs) (refer to paragraph 4.20 – AMEP Key Performance Indicators (KPIs));

4.18 AMEP Quality Assurance Program

- 4.18.1 The AMEP Quality Assurance Program and related services will monitor and assess contract and financial compliance, quality of program delivery and service provider performance against contractual requirements. The activities are client-centred, evidence-based and inform a cycle of continuous improvement.
- 4.18.2 The AMEP Quality Assurance Program will be administered by a Nominated Third Party Quality Assurance provider, the Department and/or by an external auditor.
- 4.18.3 The Quality Assurance Program, underpinned by the AMEP Standards will:
 - (a) verify that Contractors are providing Services in accordance with their obligations, to the standards required;
 - (b) verify the quality and integrity of data input by Contractors into the Department's systems, including but not limited to the IMS;
 - (c) identify potential improvements in relation to the management and administration of the AMEP; and
 - (d) identify examples of best practice.
- 4.18.4 The AMEP Standards will be developed by the Department's Quality Assurance Provider (in consultation with Contractors, the Department and other parties) to benchmark the expected standards for AMEP delivery.
- 4.18.5 The Contractor must participate in a consultation process to develop and maintain the AMEP Standards.
- 4.18.6 The AMEP Standards are expected to be developed after the Commencement Date and prior to the Service Delivery Date.
- 4.18.7 The Contractor must comply with the AMEP Standards at all times.
- 4.18.8 The Quality Assurance Program may include, but is not limited to:
 - (a) extensive data interrogation and crosschecking of supporting Records to support financial assurance and audit activities;
 - (b) functions which overlap with other regulatory body roles (e.g. ASQA, VRQA, TAC etc);
 - (c) Site visits (i.e. to verify facilities/resources and to observe classes and other activities relating to AMEP);
 - (d) review of Contractor policy and process documentation and other material relating to AMEP (i.e. teaching material, products etc); and
 - (e) stakeholder feedback and discussions with Contractor Personnel, past or present AMEP Clients (or both), and others involved with the AMEP.
- 4.18.9 The AMEP Quality Assurance Program will vary over time and will be conducted in a timeframe set by the Department (with advance notice).

- 4.18.10 The AMEP Quality Assurance Program will be Contractor specific and planned in advance and may also be adjusted across the year in response to emerging issues and risks.
- 4.18.11 The Contractor must provide full support and disclosure and work cooperatively with the Department's Quality Assurance Provider, the Department and/or an external auditor for the purposes of the Quality Assurance Program, as set out in the AMEP Standards and the SPIs (Appendix 1 to the RFT COT).
- 4.18.12 The Contractor must, within 10 Business Days upon receipt of a written notice from the Department's Quality Assurance Provider, the Department and/or an external auditor, make arrangements for the nominated Quality Assurance provider, the Department and/or external auditor to:
- (a) enter the Contractor's Site; or/and
 - (b) access the Contractor's Client files and related documentation, Training and Assessment Strategy (TAS) and other Records as required.

4.19 Internal and External Audit

- 4.19.1 In accordance with clause 20.2 of the Draft Services Agreement (Attachment E), the Contractor acknowledges and agrees that, Departmental Personnel, Auditors or the Australian National Audit Office (ANAO) may at any time request full access to facilities, Records and data.
- 4.19.2 The Contractor must cooperate with any Audit and ANAO personnel, including but not limited to, providing access to their facilities, Records and data used in connection with the provision of the Services within 10 Business Days.
- 4.19.3 The Department may also, from time to time, engage an independent auditor or the Department's Quality Assurance Provider (or both) to conduct targeted risk-based assessments, or other compliance activities such as reviews, investigations and audits (or both). The Contractor must facilitate access to all facilities, Records and data to support compliance and audit activities.
- 4.19.4 Where non-compliance is systemic or of a significant nature, the Department may seek recovery of funds as appropriate and consider undertaking further audit, review or investigation activities or the application of penalties or exercise step-in rights as specified in the Draft Services Agreement (Attachment E).

4.20 AMEP Key Performance Indicators (KPIs)

- 4.20.1 Under the AMEP Performance Management Framework, the Department has developed KPIs to measure the performance of the Contractor in conjunction with the other terms and conditions of the Draft Services Agreement (Attachment E).
- 4.20.2 The KPIs represent a minimum performance standard that the Contractor is expected to meet and the Department expects that the Contractor will strive to deliver services above these standards.
- 4.20.3 The KPIs will form the basis for assessing performance. This may form part of any consideration of subsequent Agreement extensions.
- 4.20.4 Failure to achieve a KPI is expected to trigger remedies against a Contractor as detailed in the Draft Services Agreement (refer to clause 19.1 of Attachment E).

- 4.20.5 The Department may alter the KPIs during the Contract Term in consultation with both parties.
- 4.20.6 The Contractor, including leads and any of its consortium partners / Subcontractors, must implement systems and processes to enable it, where appropriate, to accurately monitor and report against the KPIs.
- 4.20.7 KPI data will be generated from the IMS and reviewed under Quality Assurance Program activities.

[Note to Tenderers: the Department’s Information Management System (IMS) is expected to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). For IMS reporting capabilities, Tenderers should refer to the IMS solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

4.20.8 KPIs against which the Contractor will be measured are listed in the table below.

KPI Number	KPI Outcome	Measure	Frequency	How to Measure
KPI 1	Participation	90% of eligible clients who complete an Initial Assessment actually commence in the Program within six (6) months (excluding deferrals) To be assessed per Contract Region	6 monthly	IMS Report
KPI 2	Learning Outcomes	80% of Certificate Level Clients achieved a learning outcome* in a Semester 65% of Course level Clients achieved a learning outcome* in a Semester To be assessed per Contract Region * Completion of unit of competency against any of the skills of the EAL Framework , e.g. learning skills, language skills, digital skills or numeracy; or specific settlement skills Note: The 65% threshold above is for Course level Clients defined as any Client enrolled in the EAL Framework: 22636VIC Course in Initial EAL and 22637VIC Course in EAL. The lower threshold acknowledges that Clients at these levels may take longer to achieve learning outcomes	6 monthly	IMS Report
KPI 3	Pathway Guidance	90% of Clients have a MAP in place within four (4) weeks of Commencement in the AMEP 90% of Clients have a MAP updated regularly, in accordance with the SPIs To be assessed per Contract Region.	6 monthly	IMS Report

KPI 4	Data timeliness	90% of data relating to services and payments is submitted within the required timeframes, in accordance with the SPIs To be assessed collectively across all Contract Regions	6 monthly	IMS Report
KPI 5	Service Quality	Contractor meets 90% of audit requirements against the AMEP Standards (Appendix 9 to the RFT COT) To be assessed collectively across all Contract Regions	Annually	Quality Assurance activity

4.21 Information Management System (IMS)

4.21.1 The IMS to support the provision of Services will be operational from the Service Delivery Date.

[Note to Tenderers: IMS information and requirements is further detailed in Section 10 of the SPIs (Appendix 1 to the RFT COT), IMS Solution for Data Management.]

4.21.2 Updates to the IMS will be made from time to time during the Contract Term, and the Contractor will, at the Contractor's own cost, be required to do all things necessary (including but not limited to, updating or upgrading any of the Contractor's ICT in accordance with clause 15.2(d) of the Draft Services Agreement (Attachment E).

4.21.3 The Department will provide training to select Contractor Personnel on the IMS prior to the Service Delivery Date (1 January 2026). The Contractor will be required to train other authorised Personnel who will access and use the IMS.

4.21.4 Further information about the IMS requirements are provided in paragraphs 4.21 to 4.24 inclusive, the SPIs (Appendix 1 to the RFT COT), and the IMS Data Exchange Protocol (Appendix 6 to the RFT COT).

4.22 Data Requirements

4.22.1 The Contractor must submit information and data to the Department for the purposes of delivering, managing and reporting on Services and for making payments to the Contractor. More detailed information about data entry requirements are included in the SPIs (Appendix 1 to the RFT COT), the IMS Data Exchange Protocol (Appendix 6 to the RFT COT), the IMS User Guides and other Departmental instructions.

[Note to Tenderers: the IMS User Guides and other Departmental instructions referenced in paragraph 4.22.1 will be provided to the Contractor after the Commencement Date.]

4.22.2 The Contractor and its Subcontractors must enter or exchange data into the IMS for a range of purposes, including to report the delivery of Client related services, to facilitate payments, for reporting and to enable quality assurance activities to be undertaken.

4.22.3 The Contractor will be required to submit data within the timeframes, formats and processes required by the Department, in accordance with the requirements outlined in the SPIs (Appendix 1 to the RFT COT), the IMS Data Exchange Protocol (Appendix 6 to the RFT COT) and the IMS User Guides.

4.22.4 The Contractor must submit all required data relating to services delivered and payment triggers no later than 10 Business Days of the end of each month, or within timeframes otherwise instructed by the Department.

4.22.5 Where instructed to do so by the Department, the Contractor will align data definitions and content with the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) Data element definitions, which are available from <https://www.ncver.edu.au/rto-hub/avetmiss-data-element-definitions>.

[Note to Tenderers: the Department's Information Management System (IMS) is expected to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). For IMS reporting capabilities, Tenderers should refer to the IMS Solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

4.23 General ICT requirements

4.23.1 The Contractor and its Subcontractors must meet Departmental ICT and security requirements by commencement of the AMEP services. This includes but is not limited to:

- (a) accessing and using the IMS solely for the purpose of delivering the Services;
- (b) meeting the Department's access and security requirements;
- (c) meeting requirements specific to the method used to interact with the IMS; and
- (d) complying with the Data Exchange Protocol, IMS User Guides and other ICT related instructions developed by the Department.

4.23.2 If required, the Contractor and its Subcontractors will be required to use myGovID and Relationship Authorisation Manager as part of the user authentication solution for the IMS. myGovID is a digital identity that is unique to each individual and which all Contractor staff members who need access to the IMS will be required to use to prove who they are when they securely sign in to the IMS. Contractor Personnel will require a myGovID compatible smart device in order to use the myGovID authentication process.

4.23.3 The Contractor and its Subcontractors will be required to use Relationship Authorisation Manager to authorise each individual to work in the IMS on behalf of the Contractor.

[Note to Tenderers: myGovID is not expected to be available for use by the Contractor and their Subcontractors for the IMS from the Service Delivery Date. As such, an interim authentication process, using User ID, password and multi-factor authentication may need to be implemented.]

4.23.4 The Contractor and its Subcontractors must enter data into the IMS using mechanisms that may include, but are not limited to:

- (a) direct entry of data into the IMS through a web-based portal; and
- (b) data file exchanges, drawn from the Contractor's student management systems or other systems that the Contractor might use to manage Service delivery.

4.23.5 The Contractor is required to exchange data from the Contractor's ICT system/s, as outlined in the IMS Data Exchange Protocol (Appendix 6 to the RFT COT).

[Note to Tenderers: the Department's Information Management System (IMS) is expected

to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). There will be updates to the IMS required from time to time during the Contract Term. For IMS information and requirements, Tenderers should refer to the IMS solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

- 4.23.6 The level of ICT security requirements will differ between the data entry methods described in the SPIs (Appendix 1 to the RFT COT) and the IMS Data Exchange Protocol (Appendix 6 to the RFT COT), and will be commensurate with the risk associated with each method.
- 4.23.7 The Contractor and its Subcontractors must:
- (a) use an ICT environment that meets the minimum ICT requirements set by the Department, as outlined in paragraphs 4.23 and 4.24, to ensure the continued protection of Department Data and Client data. Meeting these requirements will also ensure that Departmental and Contractor systems are compatible and that the Contractor is able to comply with the Department's ICT security protocols.
 - (b) conduct a security review of their ICT environment every 12 months to confirm suitable ICT security arrangements are in place, and if requested by the Department, must engage an independent party to complete an independent security review at the Contractor's cost.
- 4.23.8 The Contractor must develop and maintain appropriate ICT policies and procedures for appropriate information management in accordance with the Government's Protective Security Policy Framework and the Draft Services Agreement (Attachment E), and demonstrate compliance with policy and handling requirements as required by the Draft Services Agreement.
- 4.23.9 The Contractor must use software compatible with the Microsoft Office Suite and Adobe Acrobat for general administrative purposes.
- 4.23.10 The Contractor's ICT helpdesk or nominated contacts must be a single point of contact for all ICT system support issues.
- 4.23.11 The Contractor's ICT systems must be fully operational to the Department's satisfaction at least 15 Business Days before the Service Delivery Date, or in a timeframe otherwise instructed by the Department, including completing any required changes and other necessary work to support delivery of the Services, including data exchange capability. Refer to the IMS Solution for Data Management at Section 10 of the SPIs (Appendix 1 to the COT) and the IMS Data Exchange Protocol (see Appendix 6 to the RFT COT).
- 4.23.12 Any additional changes required to the Contractor's ICT systems over the Contract Term must be undertaken in accordance with clause 15.2(d) of the Draft Services Agreement (Attachment E).

[Note to Tenderers: Tenderers should provide the Department with their ICT policies and procedures (in accordance with paragraph 4.8), including cyber security policies (in accordance with paragraph 4.24) within their Tender response. Tenderers should complete and submit a Service Delivery Partner Control Assessment with their tender response (Appendix 4 to the RFT COT)

If the Tenderer is using, or intends to use, cloud-based services, the Tenderer should complete and submit a Cloud Service Assessment with their tender response (Appendix 5 to the RFT COT).]

4.24 Security Requirements

- 4.24.1 The Contractor must protect all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability. The Contractor is required to achieve this by applying safeguards to ensure that:
- (a) only authorised Personnel access information through approved processes;
 - (b) information is only used for its official purpose, retains content integrity, and is available to satisfy operational requirements; and
 - (c) information is classified, labelled and stored in-line with Government requirements, including only storing data within Australia.
- 4.24.2 The Contractor must comply with, and must ensure that their Subcontractors also comply with, the following security policies, standards and frameworks:
- (a) Australian Government Protective Security Policy Framework as amended from time to time, and currently located at [The Protective Security Policy Framework | Protective Security Policy Framework](#);
 - (b) the Australian Signals Directorate (ASD) [Essential Eight Maturity Model](#) and [Strategies to Mitigate Cyber Security Incidents](#);
 - (c) the [Privacy Act 1988](#) and, if applicable, the [Australian Border Force Act 2015](#); and
 - (d) the security procedures, policies and requirements as notified by the Commonwealth from time to time.
 - (e) The Contractor must also comply with ISO/IEC 27034 – Information Technology – Security Techniques – Application security when undertaking any systems development.
- 4.24.3 The Contractor must meet, and ensure that their Subcontractors also meet, the following additional requirements:
- (a) the requirements in the [Information Security Manual](#);
 - (b) any Cloud Contractor used to provide services should be assessed in compliance with the [Australian Cyber Security Centre Cloud Security Guidance](#);
 - (c) AS/NZS 31000:2018 Risk Management - Guidelines, and Australian Standards HB 167:2066 Security Risk Management;
 - (d) ISO/IEC 27001 – Information Technology – Security Techniques – Information Security Management Systems – Requirements; and
 - (e) if applicable, the Hosting Certification Framework as amended from time to time, and currently located at [Hosting Certification Framework | Digital Transformation Agency \(dta.gov.au\)](#).
- 4.24.4 Unless advised otherwise by the Department, every Personnel must undertake any security checks, clearances or accreditations as required by the Department.
- 4.24.5 The Contractor must develop, implement and maintain a:
- (a) cyber security incident management policy;
 - (b) cyber security incident response plan;
 - (c) cyber security incident register.

and provide to the Department as directed.

4.25 Compliance with other Commonwealth Policies

The requirement is to be provided in compliance with the following:

Policy	Administered by	Issues to consider
Net Zero in Government Operations Strategy	Department of Finance	The Net Zero in Government Operations Strategy describes the approach for implementing the Australian Government's commitment to achieve net zero government operations by 2030. The Strategy supersedes the Energy Efficiency in Government Operations Policy. The Department must purchase office equipment and appliances which are energy star compliant.
Australian Industry Participation Plans in Commonwealth Government Procurement	Department of Industry Science and Resources	See details in the notes to the RFT Conditions of Tender, Part 1 – RFT Details. The Contractor may be required to have an approved AIP Plan.
Australian Packaging Covenant	Australian Packaging Covenant Organisation	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
National Waste Policy	Department of Climate Change, the Environment, Energy and Water	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
Indigenous Procurement Policy	Department of Prime Minister and Cabinet	See paragraph 43 of Part 2 – RFT Conditions of Tender. The Indigenous Procurement Policy took effect on 1 July 2015. It requires Commonwealth entities to award three per cent of Commonwealth contracts to Indigenous businesses by 2020, with interim targets applying each year from 2015-16. In addition, the Indigenous Procurement Policy requires that certain contracts be set aside for Indigenous businesses and that some other contracts include mandatory minimum Indigenous employment or supplier use requirements.
General Records Authority 40 – Outsourcing arrangements - custody of records	National Archives of Australia	General Records Authority 40 needs to be considered if the successful Contractor will be managing Commonwealth Records on behalf of the Department.
Web Content Accessibility Guidelines	Digital Transformation Agency	This policy applies to procurements for web or web-related goods or services, including but not limited to: <ul style="list-style-type: none"> • web applications;

Policy	Administered by	Issues to consider
version 2.2 (WCAG 2.2)		<ul style="list-style-type: none"> • software as a service; • cloud solutions; • use of online social media services, tools or widgets; and • any situation where a good or a service, including the provision of government information, is provided through an online mechanism or rendered through web technologies. <p>Consider including the clause below in the Statement of Work.</p>
Australia's Disability Strategy	Department of Social Services	<p>This is to assist Government agencies in meeting their obligations under the Disability Discrimination Act 1992. The purpose of the Strategy is to:</p> <ul style="list-style-type: none"> • provide national leadership towards greater inclusion of people with disability; • guide activity across all areas of public policy to be inclusive and responsive to people with disability; • drive mainstream services and systems to improve outcomes for people with disability; • engage, inform and involve the whole community in achieving a more inclusive society.

4.26 Web Content Accessibility Guidelines Version 2.2

4.26.1 Having regard to the Web Accessibility National Transition Strategy (**NTS**), the Australian Government is committed to improved web accessibility. The Web Accessibility NTS:

- (a) promotes improved web services, including but not limited to: websites, web content, and web applications used for the dissemination of information and the delivery of Government services and the design, development, maintenance or upgrade of these;
- (b) details the key milestones, scope and implementation plan for the Department's transition of its online information and services, for conformance with the Web Content Accessibility Guidelines version 2.2, developed by the World Wide Web Consortium (**W3C**); and
- (c) encourages a more accessible and usable web environment that engages with, and allows participation by, more people within our society.

4.26.2 Information regarding the Web Accessibility NTS and the implementation of WCAG 2.2, and policies relating to accessibility are available on the web accessibility website (<https://www.w3.org/WAI/standards-guidelines/wcag/>) and the Australian Government requirements for government websites <https://www.dta.gov.au/help-and-advice/digital-service-standard/digital-service-standard-criteria/9-make-it-accessible>.

4.26.3 The Requirement should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.2 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.2 quick reference ([How to Meet WCAG \(Quickref Reference\) \(w3.org\)](#))).

4.27 Safeguarding and Wellbeing of Children

- 4.27.1 The Contractor must deliver Child care services/referral and associated administrative services for Clients with Children up to and including six (6) years of age and not enrolled in compulsory school. The Contractor is also required to provide services to Clients who are between 15 and 18 years of age in specified circumstances. All services must be compliant with:
- (a) all relevant Commonwealth, State, Territory or Local Authority legislation relating to the employment or engagement of individuals who may interact with Children in relation to the services; and
 - (b) the Commonwealth Child Safe Framework (the framework). The framework articulates the strong commitment of the Department to the safeguarding and wellbeing of Children and outlines the principles that inform the Department's approach to becoming a Child Safe Organisation.
- 4.27.2 The Contractor must read, understand and comply with the Child safety obligations set out in paragraph 4.27 of this document, and clause 22.11 of the Draft Services Agreement (Attachment E).

4.28 Records Management

- 4.28.1 The Contractor must maintain, and provide access to, Records in accordance with the SPIs (Appendix 1 to the RFT COT) and Draft Services Agreement (Attachment E).
- 4.28.2 In providing the Services, the Contractor must comply, and ensure that all of its Personnel comply, with the *Privacy Act 1988* (Cth) and not do anything, which if done by the Commonwealth, would breach an Australian Privacy Principle as defined in that Act.
- 4.28.3 Without limiting or reducing the Contractor's obligations under the Draft Services Agreement (Attachment E), the Contractor must:
- (a) create, maintain, store securely and transfer Records to the Department in accordance with the *Archives Act 1983* (Cth) and the Australian and International Standard for Records Management, AS ISO 15489;
 - (b) ensure privacy is maintained in accordance the *Privacy Act 1988* (Cth) and the Australian Privacy Principles;
 - (c) comply with any applicable obligations concerning records as required by the *Work Health and Safety Regulations 2011* (Cth);
 - (d) produce timely, legible, accurate and comprehensive Records of all services, in the format required by the Department;
 - (e) transfer the custody of any soft copy Commonwealth Records that are compatible with the Department's records management system to the Department within agreed timeframes acceptable to the Department;
 - (f) ensure all hard copy Commonwealth Records are transferred into soft copies that are compatible with the Department's records management system and provided to the Department when requested;
 - (g) ensure Records are safeguarded from unauthorised access or use;
 - (h) ensure all hand written Records are transferred into electronic records in the Contractor's relevant information technology system(s), in a format that can be transferred to the Department;
 - (i) ensure all electronic Records have been effectively backed up on a daily basis;

- (j) ensure that no data, Record or report is inappropriately accessed, removed, lost, corrupted or misplaced; and
- (k) as instructed by the Department, ensure the transfer of Client Records to the Department or any incoming Contractor, either:
 - i. at the end of the Contract Term, if the Contractor is not successful in retaining the delivery of services under a future contract; or
 - ii. upon the Draft Services Agreement (Attachment E) being terminated before the end of the Contract Term,with the Contractor to bear any associated costs.

4.29 Access to Records

- 4.29.1 The Contractor must assist the Commonwealth in respect of the Commonwealth's obligations under the [Freedom of Information Act 1982](#).
- 4.29.2 Where the Department receives a request for access to a document created by, or in the possession of, the Contractor (or any Subcontractor) that relates to the performance of this the Draft Services Agreement (Attachment E), the Department may at any time require the Contractor to provide the document to the Department, and the Contractor must, at no additional cost to the Department, promptly comply with the notice.
- 4.29.3 The Contractor must allow a Client to access information in the Contractor's possession:
 - (a) which relates to that Client, including documents signed by, or provided by, the Client;
 - (b) only upon:
 - (i) receipt of evidence of the Client's identity; and
 - (ii) the Contractor making a file note on the Client's Record.
- 4.29.4 The Contractor must not provide access to information that falls within one (1) of the following categories:
 - (a) information about another person;
 - (b) medical (including psychiatric and psychological) records (other than records actually supplied by the person to whom access is being provided); and
 - (c) information provided by other Third Parties.

4.30 Environmental Impact

[Note to Tenderers: Tenderers should inform the Department of any benefit to the environment of the Requirement that is offered by them. Tenderers may state in their response the particular part of the production process or characteristic of any part of the Requirement offered by them that they claim is environmentally beneficial.]

- (a) The Commonwealth wishes to be informed of any claims made by the Contractor about the benefit to the environment of the Requirement that is offered by them.
- (b) The Contractor should substantiate their claims and state how their claims take into account the provisions of any applicable legislation and government policies that relate to the environment.
- (c) The Contractor acknowledges that the Commonwealth does not verify claims or accept responsibility for their accuracy.

Annexure A – Pre-Approved Sites

[Note to Tenderers: In accordance with clause 5.4 of the Draft Services Agreement, any Site must be approved in writing by the Department before being used for the delivery of Services, unless the Pre-Approved Site is included within Annexure A of Attachment A.]



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

FOR THE PROVISION OF THE ADULT MIGRANT ENGLISH PROGRAM

HOMEAFFAIRS/2165/RFT

ATTACHMENT C: PRICING SCHEDULE

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SECTION 1: PRICING REQUIREMENTS

1. INSTRUCTIONS

- 1.1. Tenderers:
- 1.2. must ensure all prices are stated in Australian currency (this is a Minimum Content and Format Requirement);

[Note to Tenderer: Failure to meet the requirement (a) above will, subject to paragraph 18 of Part 2 of the COT for the RFT (Unintentional Errors of Form), result in a Tender being excluded from further consideration.]

- (a) should ensure their Tender includes a Pricing Schedule substantially in the form of **Section 2** of this **Attachment C** with their offered pricing to provide the Requirement;
- (b) should include any assumptions upon which the pricing in the Pricing Schedule table is based; and
- (c) provide sufficient information for the Department to determine whether prices are reasonable in the context of the Commonwealth assessment of value for money.
- 1.3. In considering their pricing, Tenderers should note the Department requires prices in the following manner for each Contract Region. Tenderers can tender for different rates for Region Types within each Contract Region (i.e. Metropolitan, Regional and Remote) for all Services below, with the exception of ***Distance Learning (refer to part 2.3 of the table in this **Attachment C**).
- 1.4. The Primary Location, as set in the IMS, will determine the applicable payment rates for Services delivered – Metropolitan, Regional and Remote.

Payment point	Payment amount (GST Exclusive)	Basis for Payment	Attachment A: Statement of Requirement Reference
1. AMEP Initial Assessment Payment	<p>Tenderer to provide pricing per Client.</p> <p>A one-off payment for Initial Assessment per Client that includes remuneration for the commencement process that includes registration, initial English assessment, entry interview (Pathway Guidance set up) and enrolment. Payment will be provided once per eligible Client over the Client's time in the program.</p> <p>The Contractor will only receive a payment if the Initial Assessment</p>	One-off payment per Client	3.3.4 to 3.3.16

Payment point	Payment amount (GST Exclusive)	Basis for Payment	Attachment A: Statement of Requirement Reference
	<p>assesses the person as not having Vocational English proficiency.</p> <p>The Contractor will not be paid for Placement Reviews for Transferring Clients or Former Clients.</p>		
<p>2. Flexible Client tuition</p> <p>2.1 Classroom Tuition (Face-to-Face Tuition and Virtual Participation) where Clients participate in a learning activity at the same time as their teacher in an educational setting (includes formal, community and workplace settings).</p> <p>Class sizes are up to 20 Clients.</p>	<p>Tenderer to provide pricing per Client per hour.</p> <p>An hourly rate for Classroom Tuition paid on Clients *Scheduled Attendance where the Client has been marked as in attendance.</p> <p>* Scheduled Attendance is calculated as the time between the scheduled class start time and scheduled class end time LESS any Scheduled Tuition Breaks.</p> <p>** Scheduled Tuition Breaks must be factored into your learning activities, in accordance with the relevant state and territory Work Health and Safety requirements, and any applicable industry sector standards.</p>	Hours of tuition per Client	3.5.13(a)
<p>2.2. Mixed Mode Tuition, allows Clients to undertake a combination of delivery modes, including scheduled interactive delivery with the teacher and/or class (Face-to-Face Tuition and Virtual Participation), and guided independent learning (online or paper-based).</p> <p>The scheduled interactive teacher and/or class component can be delivered in small groups, larger groups (up to 20 Clients) and small amounts of 1:1 training.</p>	<p>Tenderer to provide pricing per Client per hour.</p> <p>An hourly rate for Mixed Mode Tuition paid on Clients *Scheduled Attendance with the teacher and/or class (Face-to-Face Tuition and Virtual Participation) where a Client has been marked as in attendance.</p> <p>The scheduled interactive teacher component is permitted to constitute a maximum of 50% of the total Mixed Mode Tuition hours.</p> <p>The remaining guided independent learning component is not paid or recorded in the IMS.</p> <p>*Scheduled Attendance is calculated as the time between the scheduled class start time and scheduled end time LESS any Scheduled Tuition Breaks.</p> <p>** Scheduled Tuition Breaks must be factored into your learning activities, in accordance with the relevant state and territory Work</p>	Hours of tuition per Client	3.5.13(b)

Payment point	Payment amount (GST Exclusive)	Basis for Payment	Attachment A: Statement of Requirement Reference
	Health and Safety requirements, and any applicable industry sector standards.		
<p>2.3. ***Distance Learning is for Clients who are located more than 50km from an AMEP Site or cannot attend Classroom Tuition (Face-to-Face Tuition and Virtual Participation) for physical, cultural, religious or care-giver reasons or other reasons beyond their control.</p> <p>Allows Clients to learn at home, with curriculum materials (either online or paper-based) specifically designed for out-of-classroom, self-paced learning, supported by regular contact with a qualified teacher.</p> <p>Distance learning Virtual Classrooms must not exceed eight (8) Clients per class.</p>	<p>Tenderer to provide pricing per Client per hour.</p> <p>An hourly rate for Distance Learning, paid on Clients *Scheduled Attendance with the teacher and/or class where the Client has been marked as in attendance.</p> <p>Teacher contact consists of a:</p> <ul style="list-style-type: none"> - minimum of one (1) hour of scheduled teacher/Client contact per Client per week, unless otherwise approved by the Department; and - maximum of two (2) hours per week of direct teacher/Client contact. <p>The remaining self-paced learning component is not paid or recorded in the IMS.</p> <p>Hourly rate is per Contract Region based on teacher/Client contact.</p> <p>Note: there are no separate rates for Metropolitan, Regional and Remote CRs or areas within Contract Regions.</p> <p>*Scheduled Attendance is calculated as the time between the scheduled class start time and scheduled end time LESS any Scheduled Tuition Breaks.</p> <p>** Scheduled Tuition Breaks must be factored into your learning activities, in accordance with the relevant state and territory Work Health and Safety requirements, and any applicable industry sector standards.</p>	Hours of tuition per Client	3.5.13(c)
<p>3. Pathway Guidance and My AMEP Plan (MAP)</p> <p>The Contractor must provide pathway guidance at:</p> <ul style="list-style-type: none"> • entry interview including development of a My AMEP Plan (MAP); 	<p>Tenderer to provide pricing per Client per hour.</p> <p>Payment is provided when a Client accesses Pathway Guidance at an hourly rate up to six (6) hours per Client, over the Client's time in the program</p>	Hours of Pathway Guidance to a maximum of 6 hours per Client, unless	3.7

Payment point	Payment amount (GST Exclusive)	Basis for Payment	Attachment A: Statement of Requirement Reference
<ul style="list-style-type: none"> • throughout the Client’s learning journey (and at least annually); and • exit interview. <p>Each Client will have access to up to six hours of pathway guidance in the form of settlement, vocational and educational advice and support from a qualified Pathway Guidance Officer, over the Client’s time in the program.</p> <p>Additional hours may be considered by the Department on a per Client basis in certain circumstances.</p> <p>Individual Pathway Guidance can be provided during and outside class times, however, wherever possible, should occur outside of class time. Guidance provided during class times will not be eligible for payment.</p>	<p>Tenderers to note:</p> <ul style="list-style-type: none"> - Development of a MAP during a new Client’s entry interview will not be deducted from the six (6) hour allowance for the Client’s Pathway Guidance. - For Former Clients and Transferring Clients, a MAP will need to be created in the IMS or updated (or both). This will be deducted from the six (6) hours of Pathway Guidance allocated to that Client. 	<p>otherwise approved by the Department</p>	
<p>4. Volunteer Tutor Scheme (VTS)</p> <p>The VTS provides additional language assistance by a trained volunteer, usually on a one-on-one basis, in the Client’s home or another safe and mutually suitable location, or online.</p> <p>There will be no time limits to the use of volunteer tutors.</p> <p>The Contractor must offer VTS to all Clients where available, including those participating in Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and Distance Learning. The Contractor should ensure that a Volunteer Tutor is provided to humanitarian Clients wherever possible to supplement their learning.</p>	<p>Volunteer Tutor Scheme payments will consist of:</p> <ul style="list-style-type: none"> a. Tendered annual administration fee for initial tutor training, professional development and ongoing support of tutors (once per year per tutor per Contractor), including a minimum of 15 hours initial training per Volunteer Tutor and ongoing refresher training and professional development sessions annually. b. Tendered one-off matching payment, for matching a tutor to a Client (to be paid once per Client per Contractor). <p>- There is no matching fee for subsequent matches.</p> <p>Volunteer Tutors are not paid.</p>	<p>4a. Once per year per tutor</p> <p>4b. Once per Client</p>	<p>3.8</p>

Payment point	Payment amount (GST Exclusive)	Basis for Payment	Attachment A: Statement of Requirement Reference
<p>5. AMEP Work Connect provides Clients with employment focused tuition and work experience opportunities. It consists of:</p> <ul style="list-style-type: none"> • 120–160 hours of AMEP employment focused English language tuition (EAL Framework Certificate level), as considered appropriate by the Contractor; and • 40–80 hours of a related work experience placement. <p>AMEP Work Connect employment focused English language tuition (EAL Framework Certificate level) can be delivered as Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and via Distance Learning.</p> <p>Class sizes for AMEP Work Connect employment focused tuition must not exceed 20 Clients per class for Classroom Tuition (Face-to-Face Tuition and Virtual Participation) and Mixed Mode Tuition.</p> <p>Distance Learning Virtual Classrooms must not exceed eight (8) Clients per class.</p> <p>Distance Learning Clients are not eligible for AMEP Work Connect work experience placements.</p>	<p>AMEP Work Connect payments will consist of:</p> <p>a. AMEP Employment-focused English language tuition</p> <p>- Tendered hourly rate for Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and Distance Learning, paid on Clients' *Scheduled Attendance where the Client has been marked as in attendance.</p> <p>b. Tendered work experience placement fee per Client (one placement per Client over the Client's time in the program)</p> <p>- A one-off payment for a work experience placement to cover the cost of networking with employers or other stakeholders to find an appropriate work experience placement for each AMEP Work Connect Client, to be paid following the commencement of a Client's work experience placement.</p> <p>Each Client is limited to one (1) work placement during their time in connection with the AMEP.</p> <p>*Scheduled Attendance is calculated as the time between the scheduled class start time and scheduled end time LESS any Scheduled Tuition Breaks.</p> <p>** Scheduled Tuition Breaks must be factored into your learning activities, in accordance with the relevant state and territory Work Health and Safety requirements, and any applicable industry sector standards.</p>	<p>5a. Hours of tuition per Client</p> <p>5b. One-off payment per Client</p>	<p>3.9</p>

Payment point	Payment amount (GST Exclusive)	Basis for Payment	Attachment A: Statement of Requirement Reference
<p>6. Child care in eligible settings</p> <p>The Contractor must provide, or arrange for the provision of (or both), suitable and culturally appropriate Child care for all Clients with children up to and including six (6) years of age, who are not enrolled in compulsory schooling.</p> <p>Child care is not available for Virtual Participation, Distance Learning, Volunteer Tutor Scheme or for Pathway Guidance provided outside class.</p>	<p>Tenderer to provide pricing per child per Client per hour.</p> <p>Payment is claimable for Child care provided during a Client’s *Scheduled Attendance where the Client has been marked as in attendance at:</p> <ul style="list-style-type: none"> • Face-to-Face Tuition (formal or community setting) or an AMEP Work Connect work experience placement; or • Face-to-Face Tuition during Mixed Mode Tuition learning; or • Face-to-Face community-based classes (except for classes where parents and carers can have their Children attend with them onsite in class); • and their Child is in attendance at Child care; <p>The Child care hourly rate must be inclusive of:</p> <ul style="list-style-type: none"> • Client travel time between (each way) the Child care provider and the AMEP Activity; • administrative costs in sourcing, referring and organising Child care placements; and • all fees and charges including Child care provision, Scheduled Tuition Breaks, other breaks, absences, holiday and holding and cancellation fees. <p>*Scheduled Attendance is calculated as the time between the scheduled class start time and scheduled end time LESS any Scheduled Tuition Breaks.</p> <p>** Scheduled Tuition Breaks must be factored into your learning activities, in accordance with the relevant state and territory Work Health and Safety requirements, and any applicable industry sector standards.</p>	<p>Per hour per child of an AMEP Client who is accessing Child care</p>	<p>3.11</p>

- 1.5. In completing the Tender Pricing Response Template (**Appendix 7** to the **RFT COT**), the Tenderer's prices should:
- (a) be inclusive of detailed costing of each item to enable an effective evaluation of all Tenders received, inclusive of all itemised costs, expenses and disbursements incurred by the Tenderer in providing these services (these may include but are not limited to overheads such as travel, consumables, preparation costs (including any required information technology system enhancements), rental costs, superannuation guarantee, insurances, enterprise-based wage increases etc.). These overheads are not to be confused with pass through costs (no pass through costs are permitted unless approved in writing by the Department in its absolute discretion);
 - (b) be inclusive of all charges, expenses, duties and taxes, and subject to the requirements regarding Goods and Services Tax (GST);
 - (c) be exclusive of GST, but identify the GST component, where applicable, in the GST worksheet (**Appendix 7** to the **RFT COT**);
 - (d) apply for the duration of the Tender Validity Period;
 - (e) include applicable Australian (Federal, State and Local Government) and overseas taxes and charges;
 - (f) include details about any assumptions or other caveats upon which the pricing is based, as well as information or events required to remove caveats;
 - (g) include all cost of complying with the Terms and Conditions of this RFT, whether applying to this RFT process or the performance of any resultant contract; and
 - (h) include proposed hourly rates for work required which relates to implementation of significant Commonwealth policy or process changes or information technology and information management updates (Discretionary Fee), as set out in clause 7.3 (Additional Fees) of the Draft Services Agreement (**Attachment E**).
- 1.6. The Department will not pay any allowances or costs other than the agreed fees for the goods or services.
- 1.7. The Department may pay fees monthly in arrears upon receipt of a correctly rendered invoice as set out in Draft Services Agreement (**Attachment E**), for all services.
- 1.8. Failure to provide any of the required information may result in the Department excluding the Tender.
- 1.9. The Fee(s) specified in the Agreement are automatically increased, or decreased, in accordance with the Wage Cost Index (WCI1), published in May of each year in Budget Paper No.3, which uses CPI (previous year to December movement) and the Wages

Safety Net Adjustment to index payments for the following financial year, on 1 July each year, but the increase, or decrease, will only apply in respect of AMEP Services rendered on or after that date.

- 1.10. During the Evaluation Process, the Department may, if necessary, adjust tendered prices in order to establish a common basis for the comparison of Tenders. Such adjustments may include but are not limited to:
- (a) consideration of normalised and discounted cash flow;
 - (b) cost of administration of the contract to be entered into with the provider of the services;
 - (c) any assumptions or other caveats attaching to the tendered price;
 - (d) analysis of risks related to a Tender; and
 - (e) other costs, if any, or financial impacts on the Commonwealth that may arise from appointing a particular Tenderer.
- 1.11. In accordance with the Commonwealth Procurement Rules (CPRs), the Department can determine which of the Tenderers (if any) are likely to be able to provide the Requirement to the Commonwealth at the best value for money in accordance with the evaluation criteria, including the level of risk for the Commonwealth.
- 1.12. Should any variations be required for fees these will be dealt with in accordance with **clause 33.6** of the Draft Services Agreement (**Attachment E**), and will vary **Schedule 3** of the Draft Services Agreement (**Attachment E**).
- 1.13. In accordance with Resource Management Guide No. 417 Supplier pay on-time or Pay Interest Policy (1 July 2022), the Draft Services Agreement (**Attachment E**) includes clauses to give effect to the policy set out in that Resource Management Guide.

SECTION 2: PRICING TEMPLATE

1. PRICING

- 1.1. Tenderers should provide pricing based on a Service Delivery Date of 1 January 2026.
- 1.2. **Assumptions/Qualifications:** Tenderers should insert details of any assumptions or qualifications on which the Tendered prices are based (including, for public sector Tenderers, details of how the requirements of competitive neutrality have been met).
- 1.3. **Individual pricing:** To support the tender evaluation process as per **Attachment D** to the RFT, Tenderers should submit individual pricing responses for each Contract Region that they wish to bid for. Tenderers should follow the instructions outlined in the tabs '*Instructions*' and '*App A - Contract Regions*' of the Tender Pricing Response Template (**Appendix 7** to the **RFT COT**), as well as the instructions outlined in the applicable tabs, to provide each individual pricing response. It should be noted that detailed pricing will be preferred for the purposes of the tender evaluation process.
- 1.4. **Cost Efficiencies:** To support the tender evaluation process as per **Attachment D** to the RFT, if applicable, Tenderers may detail any cost efficiencies that can be achieved to the proposed individual pricing, in the event the Tenderer is successful for multiple Contract Regions. The Cost Efficiencies response provides the Tenderer with the opportunity to identify any available pricing reductions, discounts or value adds, should the Department choose to award more than one Contract Region nominated in the Tenderer's response. Tenderers wishing to offer Cost Efficiencies should follow the instructions outlined in the Tender Pricing Response Template (**Appendix 7** to the **RFT COT**). Each Cost Efficiencies response should include detailed cost inputs and assumptions for each potential mix of Contract Regions.
- 1.5. **Discretionary Fee:** Tenderers should set out hourly rates for fees associated with the administration, data management and training related to the potential implementation of significant Commonwealth Policy or information technology and information management changes as stated in **paragraph 3.17** of **Attachment A** – the Statement of Requirement. These costs should be set out per hour. Tenderers should follow the instructions outlined in tab '*App B2.4 – Discretionary Fee*' of the Tender Pricing Response Template (**Appendix 7** to the **RFT COT**). Tenderers should note that the Department may normalise Discretionary fees during its evaluation process.



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

**FOR THE PROVISION OF ADULT MIGRANT ENGLISH PROGRAM (AMEP)
QUALITY ASSURANCE SERVICES**

HOMEAFFAIRS/2166/RFT

ATTACHMENT A: STATEMENT OF REQUIREMENT

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PART 1 – OVERVIEW OF THE REQUIREMENT

1. SECTION 1: OVERVIEW OF ADULT MIGRANT ENGLISH PROGRAM (AMEP) QUALITY ASSURANCE SERVICES

1.1 Background Information

- 1.1.1 On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs, was formally established.
- 1.1.2 The establishment of the Portfolio brings together Australia's immigration and citizenship policies and programs, border protection and facilitation of trade and travel, social cohesion, national security, cyber and infrastructure security and emergency management functions, working together to keep Australia safe.
- 1.1.3 The Department is committed to ensuring the provision of high-quality settlement services, which support migrants and humanitarian entrants in their transition to life in Australia.
- 1.1.4 Further information about the Department's strategic direction and current work can be viewed on the Department's website www.homeaffairs.gov.au.
- 1.1.5 To ensure that services delivered under the AMEP General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT) are of high quality and Client outcomes are optimised, the Department is seeking a third party provider or third party providers¹ to deliver:
- (a) AMEP Quality Assurance Services - to monitor and assess AMEP Service Provider contract and financial compliance, quality of program delivery and performance; and
 - (b) The AMEP Academy (engaged under HOMEAFFAIRS/2167/RFT).

1.2 Adult Migrant English Program Overview

- 1.2.1 The Adult Migrant English Program (AMEP) is the Australian Government's longest running and largest settlement program. It provides English language tuition to eligible migrants and humanitarian entrants to help them learn English language and settlement skills to increase their social and economic participation in Australia. Participation in the AMEP is voluntary. The AMEP is administered and funded by the Department and legislated under the *Immigration (Education) Act 1971* (the Act). The Act provides eligible visa holders in Australia with access to free English language tuition if they do not have Vocational English and are not otherwise excluded by legislation from being provided with English tuition. The AMEP is for migrants and humanitarian entrants aged 18 and over, however those aged between 15 and 17 years, who do not have Vocational English and whose needs are not met through mainstream schooling, may also be eligible to participate in the AMEP.
- 1.2.2 The AMEP General Services is delivered flexibly by contractors to respond to the individual learning goals and circumstances of Clients, including Clients who have limited or no history of formal classroom tuition, have no or low literacy in their home language/s, have experienced pre-migration trauma, and those who live in remote and regional Australia.

¹ See Part 1 RFT Details – RFT Terms and Conditions

1.2.3 The AMEP is delivered nationally, with Services including Distance Learning, to be delivered in 23 Contract Regions (CRs) which encompass the whole of Australia. These are presented in Appendix 1 as Tenderers need to provide pricing for quality assurance assessments by CR (refer also **Attachment C Pricing Schedule**).

1.2.4 AMEP Client statistics are presented in Appendix 2 to provide Tenderers with an indication of the degree of Client activity within each CR.

1.3 Policy and Legislative Framework

1.3.1 The *Migration Act 1958* relates to the entry into, and presence in, Australia of non-citizens, and the departure or removal from Australia of non-citizens and certain other persons.

1.3.2 The *Immigration (Education) Act 1971* states under 4A Eligibility for English Courses that:

(a) A person is eligible for the purposes of this Act if he or she:

(i) is in Australia; and

a. holds a permanent visa; or

b. holds a temporary visa of a class specified in a legislative instrument made by the Minister; or

c. previously held a permanent entry permit or a permanent visa and has become an Australian citizen; or

d. is aged under 18 years and has at least one parent who has held or holds a permanent entry permit or permanent visa; and

(ii) does not have Vocational English; and

(iii) is not ineligible under section 4C or 4D.

(b) The Minister may, by legislative instrument, make a determination specifying a class of temporary visa for the purposes of subparagraph (1)(a)(2).

1.3.3 The *Immigration (Education) Act 1971* states under 4B Obligation to provide tuition in an English course that:

(a) the Minister must provide, or arrange the provision of, tuition in an approved English course to a person, while that person is eligible, if the person:

i. holds a permanent visa; and

ii. was aged at least 18 years on the first day the person was in Australia on or after the day when the permanent visa came into effect; and

iii. has paid, or is exempt from paying, visa application charge under section 45A of the Migration Act for the permanent visa; and

iv. did not, at any time before the permanent visa came into effect, hold another permanent visa while in Australia; and

v. is not excluded from the application of this section by the *Immigration (Education) Regulations 2018*.

(b) This section does not limit section 4.

1.3.4 In accordance with the *Immigration (Education) Act 1971*, the Minister with responsibility for the AMEP may specify procedures or standards for the definition of Vocational English.

- 1.3.5 Under the *Immigration (Education) Act 1971*, the Commonwealth's obligation to provide English tuition under section 4B to an Eligible Person whose Visa Commencement Day is on or before 1 October 2020 continues until the person has reached Vocational English.
- 1.3.6 Under the *Immigration (Education) Act 1971*, the Commonwealth's obligation to provide English tuition under section 4B for an Eligible Person whose Visa Commencement Day is after 1 October 2020 continues until:
- (a) the person has reached Vocational English;
 - (b) the person fails to register with the provider of an approved English course within 12 months after the Visa Commencement Day (for those under 18 years);
 - (c) the person fails to register with the provider of an approved English course within six (6) months after the Visa Commencement Day (for those 18 years and over);
 - (d) the person fails to commence an approved English course within 12 months after the Visa Commencement Day; or
 - (e) the end of the period of five (5) years starting on the person's Visa Commencement Day.
- 1.3.7 The onus is on the Eligible Person whose Visa Commencement Day is after 1 October 2020 to meet the prescribed timeframes.
- 1.3.8 The *Immigration (Education) Act 1971*, also provides that the obligation under section 4B to provide an Eligible Person with English tuition may be extended in certain prescribed circumstances, in accordance with the *Immigration (Education) Regulations 2018*. For example, an Eligible Person may be able to register later than the six (6) to 12 months after the Visa Commencement Day.

1.4 New AMEP Business Model

- 1.4.1 The Australian Government will deliver a new AMEP business model from 1 January 2026. The new AMEP business model will provide greater flexibility and enhanced Client and teacher supports to further improve English language, employment and settlement outcomes for AMEP Clients. Further details about the AMEP, the legislative reforms and consultations undertaken are at <https://immi.homeaffairs.gov.au/settling-in-australia/amep/about-the-program>
- 1.4.2 The new AMEP business model will also introduce the *EAL Framework* as the national curriculum. This will provide national consistency for AMEP delivery and the opportunity to develop teaching and learning resources that can be shared across providers.

AMEP Academy

- 1.4.3 The new AMEP business model includes the establishment of the AMEP Academy (HOMEAFFAIRS/2167/RFT).
- 1.4.4 The nominated third party AMEP Academy provider will deliver annual professional learning training and workshops for teachers and practitioners, develop teaching, learning and assessment resources, and undertake research. Together these measures will underpin quality and drive continuous improvement in AMEP delivery.
- 1.4.5 The AMEP Academy will be guided by six broad objectives. Each objective contributes an additional layer to safeguard the high quality teaching efforts to support AMEP Clients.
- (a) professional learning for the AMEP;
 - (b) teaching, learning and assessment resources;
 - (c) research for the AMEP;

- (d) knowledge sharing capabilities;
- (e) communication and promotion; and
- (f) expert advice and support to the Department.

1.5 AMEP Performance Management Framework

- 1.5.1 The Australian Government is committed to providing Clients with high quality English language training under the AMEP.
- 1.5.2 Under the General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT), the AMEP Performance Management Framework (the Framework) (refer table below) will be established.

AMEP Performance Management Framework

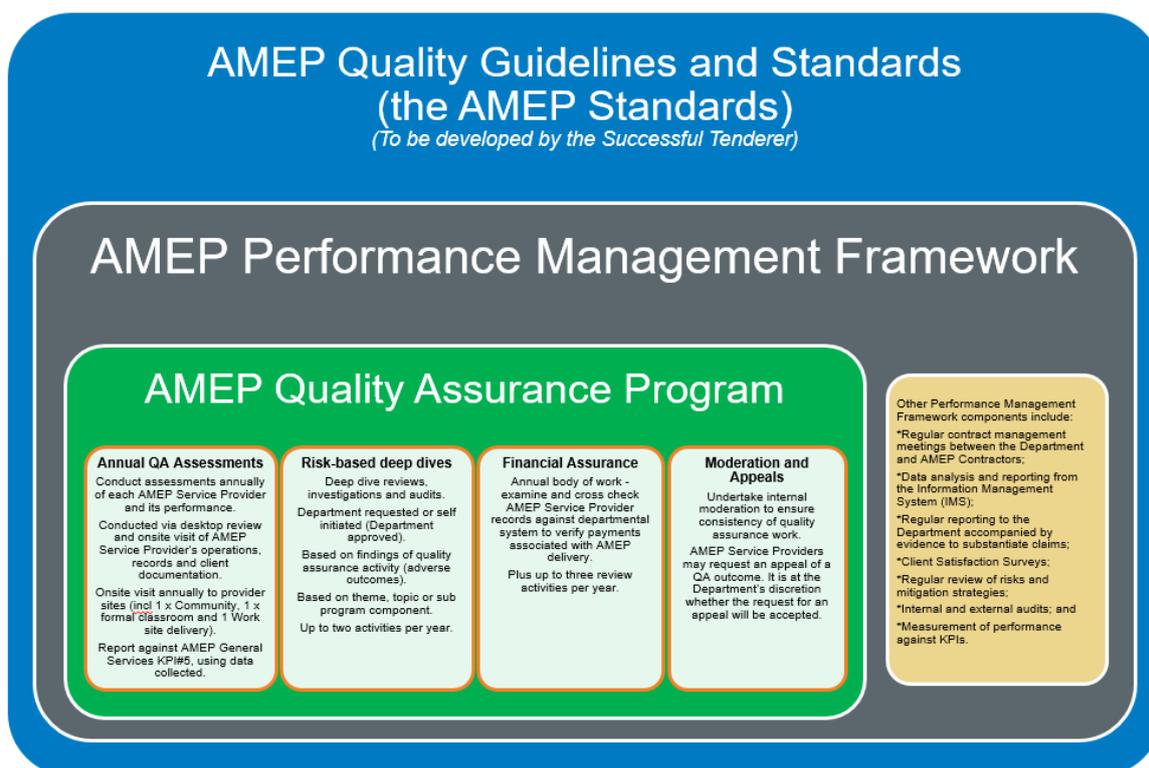
The Framework is intended to provide the necessary evidence to ensure compliance, accountability, inform continuous improvement and measure quality.

The Framework includes, but is not limited to:

- (a) regular contract management meetings between the Department and AMEP Service Providers;
- (b) data analysis and reporting from the Information Management System (IMS);
- (c) regular reporting to the Department accompanied by evidence to substantiate claims (e.g. Mid-year and Annual Reports);
- (d) satisfaction surveys of clients;
- (e) regular review of risks and mitigation strategies;
- (f) a comprehensive AMEP Quality Assurance Program;
- (g) internal and external audits; and
- (h) measurement of AMEP Service Provider performance against the AMEP Key Performance Indicators (KPIs).

The Framework is underpinned by the AMEP Quality Guidelines and Standards (the AMEP Standards); refer diagram below.

- 1.5.3 The Department will assess and monitor the performance of AMEP Service Providers (engaged under HOMEAFFAIRS/2165/RFT) in terms of efficiency, effectiveness and quality of service delivery.
- 1.5.4 The AMEP Performance Management Framework, will be administered by the Department, the nominated third party Quality Assurance Provider and/or an external auditor.
- 1.5.5 The criteria for the AMEP Standards are set out at paragraph 3.2.4.
- 1.5.6 AMEP Service Providers and the AMEP Academy provider must comply with the AMEP Standards at all times.



[Note to Tenderers: This information is provided for background purposes only and should not be taken to be a complete representation of the law or Commonwealth policy. Tenderers are expected to seek their own professional advice in relation to this information. Tenderers should note that legislative and policy changes may occur during or after the release of this RFT].

2. OVERVIEW OF THE SERVICES

2.1 Overview of the Requirement

- 2.1.1 The Department seeks to engage a suitably qualified Supplier to design and deliver a Quality Assurance Program, including financial assurance, for the AMEP in accordance with the AMEP Performance Management Framework.
- 2.1.2 The Services must be provided by the Supplier as specified in this Statement of Requirement, including but not limited to:
- developing and maintaining the AMEP Quality Guidelines and Standards (the AMEP Standards) in accordance with paragraph 3.2 which will be used to assess AMEP Service Providers and their staff with regards to the provision of AMEP services.
 - delivering the AMEP Quality Assurance Program to ensure AMEP services are of high quality and client outcomes are optimised, in accordance with paragraph 3.3, including the following:
 - developing an AMEP Quality Assurance Annual Plan , including detailed strategies, scheduling and indicative costs (paragraph 3.4).
 - conducting annual AMEP Quality Assurance Assessments including of all AMEP Service Providers against the AMEP Standards through a Site Visit to each AMEP contract region (23 contract regions) once per financial year, and

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- including desktop and onsite review of related Service Provider records and client documentation (paragraph 3.5).
- (iii) conducting two Risk-Based Deep Dive Reviews per year, as detailed in the approved Quality Assurance Annual Plan, or if requested by the Department, (paragraph 3.6).
 - (iv) undertaking an annual body of financial assurance work and up to three Financial Assurance reviews per year, planned in advance or triggered by emerging risks, (paragraph 3.7).
 - (v) Information Management System (IMS) and data entry including enter data or upload documentation into the IMS for a range of purposes, including to record the outcome against *KPI 5: Service Quality for each AMEP Service Provider* (paragraph 3.8).
 - (vi) undertake Internal Moderation to ensure consistency of the quality assurance process (paragraph 3.9).
 - (vii) review appeals of Quality Assurance Activity , including those requested by AMEP Service Providers and the Department (paragraph 3.10).
- (c) Stakeholder engagement in accordance with paragraph 3.11, including working cooperatively with AMEP Service Providers, attending the AMEP annual Conference, developing and maintaining a productive working relationship with the AMEP Academy provider, and developing relationships and effective communication channels and networks with a range of other relevant stakeholders.
 - (d) Contract management, meetings, stakeholder relationships and general administrative requirements in accordance with paragraphs 3.11, 3.14, 3.15, 3.16, and 3.21, including fulfilment of all meeting and reporting requirements.
 - (e) Additional Services in accordance with paragraph 3.18, including upon the Department's request, preparing and submitting to the Department a proposal for the provision of Additional Services in the form notified by the Department. The provision of Additional Services may include such things as additional quantities or frequency of Services, additional training, or projects relating to the delivery of the Services or professional advice or consultation on topics related to the Requirement.
 - (f) AMEP Innovate in accordance with paragraph 3.19, including, at the invitation and approval of the Department, piloting initiatives and projects to enhance Client English language, settlement and employment outcomes.
 - (g) planning and Program Implementation in accordance with paragraph 3.20, including developing, adhering to and the regular updating of a suite of plans and documents in relation to the provision of the Services.

- (h) Security requirements in accordance with paragraph 3.22, including protecting all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability.
- (i) Web Content Accessibility, in accordance with paragraph 3.24 including complying with the Web Accessibility National Transition Strategy, and all products, services and outputs conforming to WCAG 2.2.
- (j) records management and access to records in accordance with paragraphs 3.25 and 3.26 including meeting obligations and complying with relevant legislation.
- (k) business quality assurance in accordance with paragraph 3.28, including having a quality management system in place.

2.2 Timeframes

- 2.2.1 The Supplier is expected to be engaged to provide the Services in accordance with the following indicative timetable:
- (a) Commencement Date – 1 July 2025.
 - (b) Transition In commences – 1 July 2025.
 - (c) Partial Service Delivery – 1 July 2025 – 31 December 2025.
 - (d) Full Service Delivery – from 1 January 2026.

3. DETAILED DESCRIPTION OF SERVICES

3.1 Nature and Scope of the Requirement

- 3.1.1 The Supplier must deliver the AMEP Quality Assurance Program in accordance with this Statement of Requirement and the AMEP Standards (refer paragraph 3.2).
- 3.1.2 The AMEP Quality Assurance Program and related services will monitor and assess contract and financial assurance, quality of program delivery and service provider performance against contractual requirements. The activities must be client-centred, evidence-based and inform a cycle of continuous improvement.
- 3.1.3 The AMEP Quality Assurance Program and related services will be underpinned by the introduction of the AMEP Standards (the Criteria for the AMEP Standards are at paragraph 3.2.4)
- 3.1.4 The Supplier must deliver all of the activities outlined below in relation to the delivery of the AMEP Quality Assurance Program and related services, including but not limited to:

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- (a) develop and maintain the AMEP Standards, in consultation with the AMEP General Service Providers, to benchmark the expected standards for AMEP delivery;
 - (b) design and deliver an annual AMEP Quality Assurance Program that is fit for purpose and appropriate to the AMEP; and
 - (c) Additional Services, as required.
- 3.1.5 The Supplier must monitor and assess AMEP service delivery and financial assurance, quality of AMEP program delivery, and service provider performance.
- 3.1.6 The Supplier is required to develop and maintain the AMEP Standards, in consultation with the Department, AMEP Service Providers, and other relevant parties.
- 3.1.7 The Supplier must work cooperatively with the Department, AMEP Service Providers, the AMEP Academy Provider and any other nominated third party provider, for the purposes of any activity under the AMEP Quality Assurance Program.
- 3.1.8 The AMEP Quality Assurance Program will vary over time and will be conducted in a timeframe set by the Department (with advance notice).
- 3.1.9 The Department will undertake an annual planning process with the Supplier to determine the number and volume of AMEP Quality Assurance Activities.
- 3.1.10 The AMEP Quality Assurance Program will be Service Provider-specific, with most activities planned in advance in accordance with the Quality Assurance Annual Plan and other activities triggered across the year in response to emerging issues and risks.
- 3.1.11 The Supplier will propose to the Department the manner in which the annual AMEP Quality Assurance Program and related services will be delivered.

3.2 The AMEP Quality Guidelines and Standards (the AMEP Standards)

- 3.2.1 The Supplier must develop and maintain a set of standards and criteria (the AMEP Standards) which will be used to assess AMEP Service Providers and their staff with regards to the provision of AMEP services, as part of the AMEP Quality Assurance Program (refer paragraph 3.3).
- 3.2.2 The Supplier must develop and maintain the AMEP Standards, consulting with the Department, AMEP Service Providers and other relevant parties.
- 3.2.3 The AMEP Standards must be developed during the partial Service delivery period, and they must be ready for implementation in accordance with the expected AMEP General Services Service Delivery commencement date of 1 January 2026.
- 3.2.4 The AMEP Standards must address, but should not be limited to ensuring the following:
- (a) AMEP Service Providers are Registered Training Organisations (RTOs) and comply with the RTO Standards 2015 and EAL Framework curriculum requirements;
 - (b) AMEP Service Providers have formal registration to deliver the EAL Framework at their delivery locations;
 - (c) AMEP Clients' learning outcomes are in line with the EAL Framework curriculum;
 - (d) AMEP Service Providers, professional and administrative staff hold appropriate qualifications appropriate to their roles (e.g. teachers, Pathway Guidance officers, Child care staff etc);

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- (e) AMEP Service Providers have sufficient numbers of appropriately qualified and experienced personnel employed to meet the contractual obligations;
- (f) AMEP Service Providers' staff are working within all applicable Commonwealth and State/Territory legislative frameworks;
- (g) teaching resources reflect EAL Framework curriculum requirements, and are regularly updated with reference to current trends in TESOL;
- (h) teaching resources integrate settlement information, Australian values, culture and laws into AMEP delivery of the EAL Framework where appropriate;
- (i) teaching resources are selected that meet AMEP Clients needs and language levels and are appropriate to their mode of learning (e.g. face to face, virtual, mixed mode and Distance Learning);
- (j) professional staff have teaching resources that are readily accessible and are provided with adequate support and resources, training and professional development opportunities;
- (k) AMEP Service Providers are moderating the EAL Framework within their contract region;
- (l) AMEP Clients are eligible for the AMEP as set out in the Immigration (Education) Act and Regulations;
- (m) AMEP Clients are allocated to the correct EAL Framework level;
- (n) AMEP Clients have access to a range of flexible tuition delivery modes, e.g. classroom tuition, Volunteer Tutor Scheme, mixed mode and/or Distance Learning (DL), or a combination of modes as appropriate;
- (o) AMEP Clients are provided with appropriate and accurate pathway guidance information, and ongoing settlement, educational and vocational counselling services from suitably qualified Pathway Guidance Officers in line with contractual requirements;
- (p) eligible AMEP Clients have access to meaningful and culturally appropriate work placements under AMEP Work Connect;
- (q) eligible AMEP Clients have access to appropriate community based learning in a range of settings;
- (r) eligible AMEP Clients are provided with accessible and culturally appropriate child care services;
- (s) all AMEP delivery locations (formal classroom, community and work based settings) are safe, accessible and appropriate;
- (t) AMEP class sizes are delivered in accordance with contractual obligations;
- (u) the AMEP is consistently and regularly promoted in accordance with the AMEP General Services Agreement and Service Provider Instructions (SPIs);
- (v) AMEP Service Providers have arrangements in place to collaborate with settlement service providers, community organisations, employers and Workforce Australia to support AMEP Clients with their individual settlement and employment goals; and
- (w) AMEP Service Providers have procedures in place for effective program evaluation.

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- 3.2.5 The Supplier must, from time to time, review and update the AMEP Standards, or if requested by the Department, in consultation with and in accordance with the timeframe set by the Department.
- 3.2.6 The Supplier must provide a copy of the latest version of the AMEP Standards to the Department, who will make them available to each AMEP Service Provider and the AMEP Academy provider.

3.3 AMEP Quality Assurance Program

- 3.3.1 The Supplier must deliver an AMEP Quality Assurance Program that will ensure AMEP services are of high quality and client outcomes are optimised.
- 3.3.2 The AMEP Quality Assurance Program is shown in the following diagram.



- 3.3.3 The AMEP Quality Assurance Program, underpinned by the AMEP Standards, will:
- (a) verify that AMEP Service Providers are providing Services in accordance with the Department's requirements;
 - (b) verify the quality and integrity of data input by AMEP Service Providers into the Department's systems, including but not limited to the IMS;
 - (c) identify potential improvements in relation to the management and administration of the AMEP; and
 - (d) identify examples of best practice.
- 3.3.4 The Department will provide the Supplier with a summary of the Service Provider Risk Assessment, including the risk rating and key factors, annually by 30 April, to support the targeting of activities delivered under the AMEP Quality Assurance Program.
- 3.3.5 The AMEP Quality Assurance Program that must be administered by the Supplier will include, but is not limited to:
- (a) extensive data interrogation and crosschecking of supporting records (AMEP Service Providers and the IMS) to assess service delivery and quality of support provided to AMEP Clients (i.e. AMEP Initial Assessment; attendance and tuition records, tuition delivery modes; AMEP Innovate; Child care; Pathway Guidance and My AMEP Plan; Volunteer Tutor Support and Volunteer training, and AMEP Work Connect);

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- (b) functions which overlap with other regulatory body roles (e.g., ASQA, VRQA, TAC etc);
 - (c) verifying facilities (including duty of care towards staff and clients), qualified personnel and training; and observe classes and other activities through AMEP Site Visits;
 - (d) review of Service Provider policy and process documentation and other material relating to AMEP (e.g. teaching material, Professional Learning (PL) training, strategies and plans, communication products etc);
 - (e) collection of the AMEP Service Provider's KPI 5 – Service Quality data;
 - (f) financial assurance activities to verify payments against service delivery; and
 - (g) risk based Deep Dive Reviews.
- 3.3.6 The AMEP Quality Assurance Assessments will be consistent across the AMEP program, and planned in advance. As part of the AMEP Quality Assurance Program, some additional Quality Assurance activities will be service provider specific which may be triggered across the year in response to emerging issues and risks.
- 3.3.7 The Supplier must provide a feedback session to an AMEP Service Provider on the findings of any Quality Assurance Activities, should the provider request this. This may be conducted in person or via tele or video conference, following initial engagement with the Department. The feedback session is at no additional cost to the Department. A Departmental representative must be invited to attend.
- 3.3.8 The Supplier must prepare supporting guidance material to assist both the Supplier in conducting Quality Assurance Activities and AMEP Service Providers involved in assessments. The supporting guidance material must be finalised during the Partial Service Delivery period and be ready for implementation by 1 January 2026. The Supplier must, from time to time, review and update the supporting guidance materials. The supporting guidance material should be made available to the Department for review and feedback, if requested.
- 3.3.9 The Supplier must develop and maintain a detailed register tracking all Quality Assurance Activities and remedial action. The Supplier must provide an up to date version of the register to the Department in accordance with paragraph 3.13.1.
- 3.3.10 The Supplier must report on progress against the AMEP Quality Assurance Program in the Mid-Year and Annual Report in accordance with paragraph 3.13.1 and paragraph 3.16.
- 3.3.11 The Supplier should ensure that the tracking register, and the Reports, inform the Department's annual review and update of the Service Provider Risk Assessment.

3.4 AMEP Quality Assurance Annual Plan

- 3.4.1 The Supplier must develop an AMEP Quality Assurance Annual Plan that must include details of all planned Quality Assurance Activities, in accordance with paragraph 3.3 and include, but is not limited to:
- (a) a detailed strategy for the financial year for monitoring and assessing AMEP provider's performance, services and staff;
 - (b) a detailed strategy for the financial year for supporting financial assurance including an indicative timeframe for three financial assurance reviews;
 - (c) details for the financial year of annual Site Visit to be undertaken for each contract region, including at least one formal classroom, community and work-based site (where they exist), and including Distance Learning;

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- (d) a detailed schedule of services to be conducted, including purpose, location and dates;
 - (e) details of two proposed risk based Deep Dive Reviews, consistent with paragraph 3.6; and
 - (f) indicative costs for approval each year, showing the planned number of Quality Assurance Activities, including AMEP Service Providers, AMEP Site Visits and indicative dates of travel, as well as details of all contracted services that have been reallocated to sub-Suppliers (where applicable).
- 3.4.2 The Quality Assurance Annual Plan should also specify a proportion of total Quality Assurance Activities for Internal Moderation (refer paragraph 3.9).
- 3.4.3 The Supplier must provide the Department with a Quality Assurance Annual Plan for approval, in accordance with the timeframe set out in paragraph 3.13.1.
- 3.4.4 Upon receipt of the draft Quality Assurance Annual Plan, the Department may:
- (a) approve the Quality Assurance Annual Plan, or;
 - (b) request that the Supplier:
 - i. amend the Quality Assurance Annual Plan; and
 - ii. submit a revised version of the Quality Assurance Annual Plan to the Department for approval within 5 business days.
- 3.4.5 After the Department has provided its approval:
- (a) the Quality Assurance Annual Plan forms part of the Services Contract; and
 - (b) the Supplier must comply with the content of the Quality Assurance Annual Plan, unless otherwise agreed by the Department in writing.
- 3.4.6 The Department may, at any time after it has provided approval in accordance with the paragraph above, require the Supplier to:
- (a) alter or amend the Quality Assurance Annual Plan; and
 - (b) comply with the altered or amended terms of the Quality Assurance Annual Plan.
- 3.4.7 Notwithstanding any other provision in the Contract, the Commonwealth may in its absolute discretion, decide to amend the:
- (a) AMEP Quality Assurance Budget;
 - (b) Quality Assurance Annual Plan; or
 - (c) nature of the Quality Assurance Activities for AMEP Services to be provided under an Quality Assurance Annual Plan.
- 3.4.8 These amendment, may, or may not, be undertaken in consultation with the Supplier.

3.5 AMEP Quality Assurance Assessments

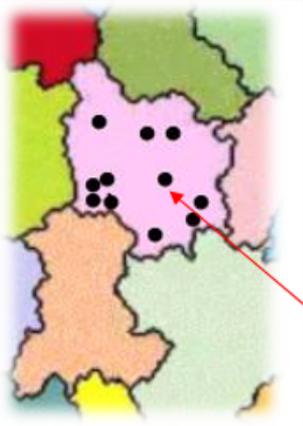
- 3.5.1 The Supplier must undertake quality assurance assessments of all AMEP Service Providers against the AMEP Standards through a Site Visit to each AMEP contract region (23 contract regions) once per financial year. Refer Appendix 1 for details on contract regions.
- 3.5.2 In undertaking Quality Assurance Assessments, the Supplier must also undertake a desktop and onsite review of related Service Provider records and client documentation.

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3.5.3 For each contract region, at least one (1) formal classroom site, one (1) community based setting and one (1) work-based site (where they exist) must be assessed as part of the Site Visit. The provision of Distance Learning tuition mode must also be assessed.

3.5.4 Quality Assurance Assessments are summarised in the diagram below:

AMEP Quality Assurance Assessments

ANNUAL ASSESSMENT	 <p>(Note: each year, different Sites are to be visited)</p>	<p>Contract Region X</p> <p>AMEP Service Providers' trading name</p> <p>Structure of the organisation</p> <p>Number and location of AMEP delivery sites</p> <p>Details of the classes and support services for clients available at each delivery location</p>		
		<p>Identification of a Site</p> <p>At least one of each of the following: a formal classroom, a community setting and work based setting) (if applicable as not every provider may offer every mode).</p>		
	<p>ASSESSMENT/AUDIT AT THE SITE AGAINST THE STANDARDS.</p> <p>This would include, but not be limited to:</p>			
	<p>Facilities and administration</p> <p>Observation of service delivery at the premises.</p> <p>Site: eg examine equipment, facilities, filing, accessibility, safety and WHS.</p> <p>Service Provider: eg examine registration, compliance, organisational and local plans, policies and procedures.</p> <p>Service Provider activities: eg program promotion, evaluation, engagements with stakeholders.</p>	<p>Staff and resources</p> <p>Staffing: eg roles, number and qualifications.</p> <p>Curriculum.</p> <p>Educational resources.</p> <p>Class sizes.</p>	<p>Clients (program delivery)</p> <p>Client documentation (verification and crosschecking): eg eligibility, attendance, outcomes.</p> <p>Access to and take up of mode/s of learning.</p> <p>Access to and take up of appropriate supports and services</p>	
	<p>DESKTOP AND ONSITE will have a different focus</p>			
<p><i>A detailed assessment report should be written.</i></p> <p><i>Assessment is against the Quality Guidelines and Standards.</i></p> <p><i>The Contract Region may Pass or Fail each item in the Standards.</i></p> <p><i>If 90% of the items are passed, the Contract Region (Contractor) will be assessed as having "Met" KPI5 – Service Quality.</i></p> <p><i>This result will be recorded in the IMS and the assessment report uploaded.</i></p>				

3.5.5 The Supplier will work with and advise AMEP Service Providers of Site Visits in accordance with paragraph 3.11.

3.5.6 The Supplier must report to the Department and the AMEP Service Provider on the outcome of each Quality Assurance Assessment, in accordance with the timeframes and requirements set out in paragraph 3.13.1 and paragraph 3.16.

- 3.5.7 The data collected as part of the AMEP Quality Assurance Assessments will be used to measure AMEP Service Provider performance against the General Services Agreements KPI 5: Service Quality: *Contractors meet 90% of audit requirements against the AMEP Quality Guidelines and Standards.*
- 3.5.8 The Supplier must report to the Department and the AMEP Service Provider on the data collected for KPI 5 in accordance with the timeframe at paragraph 3.13.1.

3.6 Risk-Based Deep Dive Reviews

- 3.6.1 The Supplier must conduct risk-based Deep Dive Reviews as detailed in the approved Quality Assurance Annual Plan, or if requested by the Department.
- 3.6.2 The Supplier may also initiate Deep Dive Reviews, subject to the Department's approval. The Supplier must seek approval from the Department in writing, prior to conducting any risk-based Deep Dive Reviews.
- 3.6.3 Risk-based Deep Dive Reviews may be planned in advance or triggered by emerging risks, adverse Quality Assurance Activity outcomes, performance issues, contract management issues and to test quality controls related to changes in AMEP policy or program settings.
- 3.6.4 Risk-based Deep Dive Reviews may be theme/topic based or focus on a specific AMEP sub-program component, AMEP Service Provider or Contract Region specific, and may involve a client sampling approach.
- 3.6.5 The scope and timing of any review will be negotiated and agreed between the Department and the Supplier.
- 3.6.6 The Supplier must develop a Deep Dive Review template and submit it to the Department for approval, in accordance with the timeframe set out in paragraph 3.13.1. This template may be updated by the Department from time to time.
- 3.6.7 The Supplier must report to the Department on the outcome of the risk-based Deep Dive Reviews, in accordance with the timeframes and requirements set out in paragraph 3.13.1 and paragraph 3.16.

3.7 AMEP Financial Assurance

- 3.7.1 The Financial Assurance activities of AMEP Service Providers required to be undertaken will be planned in advance and may be triggered by emerging risks.
- 3.7.2 The Supplier is required to undertake:
- a) An annual body of Financial Assurance work.
 - i. The Financial Assurance tasks to be delivered by the Supplier will involve sample testing based on key assertions such as accuracy and completeness, to be undertaken in conjunction with AMEP Quality Assurance Assessments set out in paragraph 3.5.
 - ii. When undertaking financial assurance activities, the Supplier must utilise the sampling methodology provided by the Department and examine and cross check AMEP Service Provider records against the data contained in the Department's IMS to verify payments associated with AMEP delivery, including but not limited to: AMEP Initial Assessment; attendance; child care; AMEP Work Connect; AMEP Innovate; Pathway Guidance; Distance Learning and the Volunteer Tutor Scheme.

b) Up to three financial assurance reviews annually.

- i. Financial Assurance reviews may be AMEP Service Provider specific, or may be thematic (such as on a specific AMEP sub-program component) and across providers or AMEP Contract Regions. The Financial Assurance activities to be delivered by the Supplier will involve sampling testing of General Service providers actual invoice and payment activities, processes and controls, and will include an examination of accuracy and completeness. Methodology for sample testing will be provided by the Department.
- ii. The scope and timing of any review will be negotiated and agreed between the Department and the Supplier
- iii. The Department may request a Financial Assurance review to be conducted; the Supplier may also initiate a Financial Assurance review, subject to the Department's approval.

3.7.3 These financial assurance activities must be conducted in accordance with the Quality Assurance Annual Plan, and any other relevant departmental financial framework or instruction documentation.

3.7.4 The Supplier must report to the Department on the outcome of the AMEP Financial Assurance activities, in accordance with the timeframe set out in paragraph 3.13.1.

3.8 Information Management System (IMS) and Data entry

3.8.1 The Supplier must enter data or upload documentation into the IMS for a range of purposes, including to record the outcome against *KPI 5: Service Quality for each AMEP Service Provider*.

3.8.2 The Department will provide training to select Supplier Personnel during the Transition In Period. Only authorised Personnel may have access to the IMS.

[Note to Tenderers: the IMS that will support the provision of AMEP General Services and AMEP Quality Assurance Services is expected to be operational from 1 January 2026. Further information about the IT requirements will be provided to the preferred Tenderer during contract negotiations and following the Commencement Date.]

3.9 Internal Moderation

3.9.1 For the purposes of ensuring consistency of the quality assurance process:

- (a) the Supplier must, during each financial year, conduct Internal Moderation of Quality Assurance Program Activities, in accordance with the AMEP Quality Assurance Annual Plan; and
- (b) provide advice to the Department within 14 Business Days of the outcome of the Internal Moderation.

3.10 Appeals of Quality Assurance Activity

3.10.1 AMEP Service Providers may request an appeal if they disagree with the results of a Quality Assurance Activity. It is at the Department's discretion whether the request for an appeal will be accepted.

3.10.2 The Department may also request a review of a Quality Assurance Activity.

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- 3.10.3 Where an appeal or review is considered by the Department to be warranted, the following process will apply:
- (a) the Department will advise the Supplier in writing of the Quality Assurance Activity to be reviewed;
 - (b) the results of the Quality Assurance Activity will be reviewed by a Personnel of the Supplier who is separate to the original assurance process;
 - (c) the Supplier will provide the reassessment to the Department within 14 Business Days of request, for further consideration; and
 - (d) where the Department agrees with the outcome of the reassessment, the Department will advise the AMEP Service Provider of the final outcome of the appeal.
 - (e) In circumstances where the Service Provider continues to disagree with the outcome of the appeal, the Department will second council the re-assessment. The Department's decision on the any review of re-assessment will be final.
- 3.10.4 For the purposes of a review, the Supplier must follow the procedures set out in the AMEP Standards as appropriate.

3.11 Stakeholder relationships

- 3.11.1 In order to conduct AMEP Quality Assurance Program activities, the Supplier:
- (a) warrants that it will work cooperatively with AMEP Service Providers; and
 - (b) must provide the AMEP Service Provider with 10 Business Days' written notice, detailing the reasons for approaching the Site or requesting access to records, before:
 - i. entering an AMEP Service Provider's Site; or/and
 - ii. requesting access to an AMEP Service Provider's Client files and related documentation, Training and Assessment Strategy (TAS) or other records as required.
- 3.11.2 As detailed in paragraph 1.1.5, a Third Party provider will be engaged by the Department to deliver the AMEP Academy (HOMEAFFAIRS/2167/RFT).
- 3.11.3 The Supplier must establish and maintain a productive working relationship with the AMEP Academy provider.
- 3.11.4 The Supplier must look to strengthen best practice, support continuous improvement and improve the quality of AMEP services through:
- (a) meeting at least once each quarter with the Department and AMEP Academy Supplier to discuss quality assurance trends and systemic issues; and
 - (b) facilitate the feeding in and sharing of Quality Assurance Activity findings into professional development training and services for AMEP service providers and teachers.
- 3.11.5 The Department and AMEP Academy provider will review and update the current Initial Assessment Kit during the Transition In period. The Supplier must participate in the review process (refer HOMEAFFAIRS/2167/RFT).

3.11.6 The Supplier is also expected to establish and maintain relationships and develop effective communication channels and networks with relevant stakeholders, including but not limited to other Commonwealth agencies, Humanitarian and other settlement services providers and peak bodies, the Australian Skills Quality Authority (ASQA), the Victorian Registration and Qualifications Authority (VRQA), the Training Accreditation Council of Western Australia (TAC), and other relevant parties, such as institutions in the education sector.

3.12 Required Skills or Knowledge

3.12.1 The Supplier must be able to provide the AMEP Quality Assurance Program and related services.

3.12.2 Suppliers and Approved Sub-contractors must have experience and demonstrated knowledge across the broad majority of the below:

- (a) Quality Assurance services;
- (b) Financial assurance and audit activities and processes;
- (c) the adult Teaching English to Speakers of Other Languages (TESOL) sector, especially for adult migrant learners;
- (d) the EAL Framework curriculum;
- (e) Vocational Education and Training (VET) Quality Framework;
- (f) Registered Training Organisations (RTOs);
- (g) Standards for Registered Training Organisations (or equivalent according to the location of RTO registration); and
- (h) details of experience in applying or working within relevant industry codes or guidelines, and regulatory frameworks, including legislation in different jurisdictions

3.12.3 Knowledge or experience of working with Culturally and Linguistically Diverse (CALD) clients and vulnerable migrant cohorts is not required, but would be an advantage.

3.12.4 The Supplier must ensure that sufficient numbers of appropriately qualified and experienced Personnel are employed to meet the contractual obligations.

3.12.5 The Supplier should ensure that all Personnel and their family members are treated with respect regardless of their gender, lifestyle, interests, religious or cultural backgrounds or beliefs, and that equitable access to services is maintained in accordance with the Australian Public Service (APS) Code of Conduct and APS Values set out in the Public Service Act 1999.

3.13 Deliverables

3.13.1 The Supplier must provide the following reporting deliverables according to the table below:

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Contract Transition In Plan	3.29 of SOR	Draft including detailed Project Timeline	Tender response	Monthly reporting during the Transition In Period in accordance with the Draft Services Contract. Regular transition meetings with outgoing QA Supplier and the Department.
		Updated Draft	An updated version incorporating any changes requested by the Department within five (5) Business Days of the request, as part of contract negotiations	
		Final	Within 5 days of the Execution Date	
Communications Plan	3.35 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Date	An update annually as part of the Quality Assurance Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Communication Plan	
Indigenous Participation Plan	Paragraph 44 of Part 2 – RFT Terms and Conditions - Indigenous Procurement Policy	Final	Tender response	An update annually as part of the Quality Assurance Annual Plan, or as requested by the Department
Risk Management and Fraud Control Plan and Risk Register	3.33 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Date	An update annually as part of the Quality Assurance Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Risk Management and Fraud Control Plan and Risk Register	
Business Continuity Plan	3.31 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Date	An update annually as part of the Annual Plan, or as

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Business Continuity Plan	requested by the Department
Human Resource Management Plan	3.34 of SOR	Draft	Within two (2) months of the Full Service Delivery Date	An update annually as part of the Quality Assurance Annual Plan, or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Human Resource Management Plan	
Work Health and Safety Plan	3.32 of SOR	Draft	Within two (2) months of the Full Service Delivery Date	An update annually as part of the Quality Assurance Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Work Health and Safety Plan	
Child Safety Plan	67.59 of the Draft Services Contract	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP QA Annual Plan, or as requested by the Department
Cyber Incident Response Plan	3.22.5 of SOR	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP QA Annual Plan, or as requested by the Department
Indigenous Participation Plan Report	67.47 and 67.48 of the Draft Services Contract	Final	Annually and Quarterly	A written report to be submitted via the IPPRS at least once every quarter during the Contract Term. Written Reports, and evidence of compliance will be requested as part of the Quality Assurance Annual Report.
<i>Workplace Gender Equality (WGE) Act 2012</i> letter of compliance	67.12 of the Draft Services Contract	Final	Within 18 months from the Full Service Delivery Date	Following the initial provision, an update annually as part of the Quality Assurance Annual Report, or as requested by the Department.

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Modern Slavery Risk Management Plan	67.38 of the Draft Services Contract	Final	Within one month of the Full Service Delivery Date	Within 10 Business days of a written request from the Department
Transition Out Plan	3.30 of SOR	Draft	Within six (6) months of the Full Service Delivery Date	An update annually on the anniversary of the Full Service Delivery Date
		Updated draft	An updated version incorporating any changes requested by the Department within 20 Business Days of the request	Monthly reporting during the Transition Out period in accordance with the Draft Services Contract
		If a Termination Notice is issued under the Contract	Within one (1) month of the date on which notice is given	Regular transition meetings with incoming QA Supplier and the Department
		Final	Six (6) months before the End Date	
AMEP Quality Guidelines and Standards (the AMEP Standards)	3.2 of SOR	Draft	By 30 September 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the AMEP Standards.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Plan	
		Maintain	As agreed with the Department	The Supplier must review, from time to time or if requested by the Department, the Standards to ensure they remain up to date.
AMEP Quality Assurance Annual Plan	3.3 of SOR and 3.4.1 of SOR	Draft	31 December 2025 (to cover the period January to June 2026) and then 30 June each year (for the subsequent financial year) following the Full Service Delivery Date	The Supplier must engage with and work with the Department to ensure the Department accepts the Quality Assurance Annual Plan.

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
		Final	A final version incorporating any changes requested by the Department within 14 Business Days following the provision of the draft Plan	
Mid-Year Report	3.16.1 of SOR	Final	28 February each year, with the first Mid-Year Report due 28 February 2027.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Annual Report	3.16.1 of SOR	Final	30 September 2026, and each year following the Full Service Delivery Date	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Data entry for KPI#5 – Service Quality	3.5 of SOR	Final	Within 14 days of the completion of the quality assurance assessment, with all data entered by no later than 14 August each year following the Full Service Delivery Date	The Supplier must engage with and work with AMEP Service Providers to collect the data
Detailed report on Quality Assurance Program activity	3.5 of SOR	Final	Within 14 days of the completion of the Quality Assurance Activity, from 1 January 2026 onwards.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Develop Deep Dive Review template	3.6 of SOR	Draft	By 31 October 2025.	The Supplier must engage with and work with the Department to ensure the Department accepts the Template
		Final	A final version incorporating any changes requested by the Department within 15 Business Days following the provision of the draft Plan	
Detailed individual reports on Deep Dives Reviews	3.6 of SOR 3.16.1 of SOR	Final	Within 14 days of the completion of the Quality Assurance Activity, from 1 January 2026 onwards.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Detailed individual reports on Financial assurance activities	3.7 of SOR 3.16.1 of SOR	Final	Within 14 days of the completion of the Quality Assurance Activity, from 1 January 2026 onwards.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Quality Assurance Activity and remedial action tracker	3.3.9 of SOR	Maintain	Quarterly, within 14 days of the period ending 31 March, 30 June, 30 September and 31 December.	The Supplier must engage with and work with the Department to ensure the Department accepts the document.
Advice on Appeals and Internal Moderation	3.9 of SOR 3.10 of SOR	Final	Within 14 Business Days of the outcome of the Appeal Within 14 Business Days of the outcome of the Moderation	The Supplier must engage with and work with the Department to ensure the Department accepts the advice.
Incident report (includes WHS, Security, Notifiable Incidents)	13.1 and 66.3 of the Draft Services Contract	Final	Within three (3) Calendar Days of the incident occurring or as otherwise directed by the Department.	As required
Data Breach Notification and Assessment	27.3 of the Draft Services Contract	Final	Notify the Department within three (3) Business Days of becoming aware of an eligible data breach. Supplier to conduct its own assessment of whether the privacy breach is a notifiable data breach under section 26WH of the Privacy Act and provide the Department with a copy of their completed assessment within 24 hours of the assessment being completed.	As required
Supplier's audited annual financial statements	3.16.6 of SOR	Final	Within three (3) months after the end of each Financial Year, or as part of the Annual Report	The Supplier must engage with and work with the Department to ensure the Department accepts the Statements.
Indigenous Participation End of Term Report	67.48 of the Draft Services Contract	Final	Within five (5) Business Days after the end of the Contract Term.	Not applicable

3.14 Meetings

3.14.1 During the Term of the Contract, the Supplier must participate in contract management and performance related meetings with the Department, as required and at times and locations notified by the Department, at least once every six weeks. Most meetings will be held via telephone or online, however, there may be a requirement to attend meetings in person at the Department's nominated location during the Contract Term.

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- 3.14.2 In advance of meetings, the Department will outline when and where they are to be held, and who is required to attend.
- 3.14.3 The Supplier must meet its own travel and accommodation costs associated with attendance at meetings with the Department, if required.
- 3.14.4 Unless otherwise directed, the Department is responsible for taking minutes of the meetings referenced in paragraph 3.14.1 and will distribute copies of the meeting minutes to the Supplier's nominated Personnel for review.

Other meetings

- 3.14.5 The Supplier must participate in regular AMEP Service Provider meetings, as directed by the Department. The Department will take minutes of all AMEP Service Provider meetings and will distribute the minutes to the Supplier.
- 3.14.6 Supplier must attend each and any AMEP annual service provider conference, and send at least one (1), and if required two (2) Personnel. The Supplier must meet their own time, travel and accommodation costs associated with attendance.
- 3.14.7 During the Contract Term, the Supplier must meet with the Department as required, to review and discuss items such as reports, payments, disputes, security requirements, risk management and fraud control, compliance with WHS, non-compliances and relevant industry and technology developments.
- 3.14.8 In advance of meetings, where possible, the Department will outline when and where these other meetings are to be held, and who is required to attend.
- 3.14.9 Unless otherwise directed, the Department is responsible for taking minutes of any such other meetings and will distribute to the Supplier for review.
- 3.14.10 Each party will bear its own costs in respect of all meetings called and attending to the matters arising which require their action or attention.

3.15 Contract Relationship Management

- 3.15.1 The Supplier must:
- (a) implement and manage their internal governance arrangements to foster cooperation and a professional working relationship with the Department, the AMEP Academy Service Provider, other AMEP Service Providers, and other providers are necessary for the delivery of Services;
 - (b) develop and implement their own governance arrangements for effective contract and relationship management to ensure Service delivery is accountable, consistent and in coordination with the Department; and
 - (c) be responsive to requests from the Department, including changes in delivery to Services and requests for reporting.
- 3.15.2 The Supplier must ensure that the key positions nominated in the Human Resource Management Plan are occupied at all times to achieve a strong and effective partnership and facilitate effective Service delivery and contract management.
- 3.15.3 The Supplier must advise of changes to key resources within five (5) working days or the earlier of:
- (a) the change occurring; and

- (b) the Supplier becoming aware that changes will occur.

3.16 Contract Reporting Requirements

3.16.1 During the Contract Term and as part of the administrative process, the Supplier must comply with all contract reporting as specified in this Statement of Requirement (refer also paragraph 3.13.1 for timeframes). These reports at a minimum must include:

- (a) Mid-Year Report – Mid-Year Reports must report against the Quality Assurance Annual Plan, show progression against the contractual KPIs, and include but are not limited to:
 - (i) any emerging issues; and
 - (ii) best practices and any suggested improvements to the delivery of the AMEP.
- (b) Annual Report – The Annual Report must provide details of the quality monitoring activities undertaken during that year. Annual reports must report against the elements of the Quality Assurance Annual Plan, show progress against the contractual KPIs and include, but are not limited to:
 - (i) an overview of all AMEP Quality Assurance Program Activities undertaken for the year, including volume, type of activities, AMEP Service Provider sites;
 - (ii) any emerging issues;
 - (iii) lessons learned, best practices and any suggested improvements to the delivery of the AMEP;
 - (iv) appeals and Internal Moderation activities; and
 - (v) an executive summary of the above.
- (c) Detailed separate Quality Assurance Reports, which covers the Quality Assurance Program, Deep Dive Reviews and Financial Assurance activities.
 - (i) The Supplier will provide to the AMEP Service Provider and the Department a report detailing outcomes of each Quality Assurance Program activity and any remedial action required. Each Quality Assurance Program activity report must include details of the assessment conducted and any areas in which the Service Provider was found to be deficient. For each Quality Assurance Program activity, the Supplier will provide the Department with copies of the Service Provider's response and proposed follow-up actions; and if requested, any correspondence between themselves and the Service Provider.
 - (ii) The Supplier will provide to the Department a report detailing the outcome of the risk-based Deep Dive Review, using the approved Deep Dive Review template.
 - (iii) The Supplier will provide to the Department a report detailing the outcome of the Financial Assurance activity.
- (d) Quality Assurance Remedial Action Tracker – A detailed register must track all Quality Assurance Program activities and remedial action. The Supplier must regularly provide an up to date version of the register to the Department.

3.16.2 The Department will develop the reporting templates in consultation with the Supplier and will provide the Supplier with instructions to assist in meeting reporting requirements.

3.16.3 During the Contract Term and as part of the administrative process, the Supplier may also be required to provide written reports on:

- (a) progress of the Requirement;
- (b) meeting key performance measures;

- (c) contact with Security Classified Material; and
- (d) incidents (including but not limited to security and WHS).

3.16.4 Reports including, but not limited to the above, are to be provided on an as requested basis, at no additional cost to the Department.

3.16.5 The Supplier is required to maintain appropriate records (as defined in, and in accordance with, the Draft Contract) in respect of the information that is reported to the Department, and provide these records as and when requested by the Department

3.16.6 The Supplier must provide copies of the Supplier’s audited annual financial statements, within three (3) months after the end of each Financial Year, or as part of the Annual Report that have:

- (a) been audited by an independent Qualified Auditor;
- (b) contain an opinion from the Qualified Auditor as to whether payments made by the Department to the Supplier under the Contract have been used in the accordance with the obligations of the Draft Services Contract; and
- (c) comply with all reasonable requests and directions issued by, or on behalf of, the Department for Reports to be provided.

3.17 Performance Measurement

3.17.1 The KPIs represent a minimum performance standard that the Supplier is expected to meet and the Department expects that the Supplier will strive to deliver services above these standards.

3.17.2 The KPIs will form the basis for assessing performance. This may form part of any consideration of subsequent Contract extensions.

3.17.3 Failure to achieve a KPI is expected to trigger remedies against a Supplier as detailed in the Draft Services Contract (refer to **clause 18.4 of Attachment E**).

3.17.4 KPIs against which the Supplier will be measured are listed in the table below:

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
<p>KPI 1 Service Quality 90% of assurance activities are delivered to the standard set in the AMEP QA Annual Plan</p>	Quarterly	The Supplier is required to include data for this KPI in the Quality Assurance Remedial Action Tracker, Mid Year and Annual Report	<ul style="list-style-type: none"> • Number of assurance assessments in QA Annual Plan completed consistent with AMEP Standards and within budget. • Number of assurance activities (Deep Dive and Financial Assurance) in Annual QA Plan completed consistent with AMEP standards and within budget.

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
KPI 2 Timeliness 95% of reports are submitted on time and meet the requirements	Quarterly, Mid-Year Report and Annual Report	The Supplier is required to include data for this KPI in the Quality Assurance Remedial Action Tracker, Mid year and Annual reports	<ul style="list-style-type: none"> Based on the difference between the date a report is submitted, and the completion date for the Quality Assurance Activity Assurance assessments and other QA reports
KPI 3 Effectiveness 90% of all internal moderation and appeals show the same review result	Mid-Year and Annual Report	The Supplier is required to include data for this KPI in the Mid-Year and Annual Report	<ul style="list-style-type: none"> Data on internal moderation - proportion of moderation where the initial findings are validated Data on appeals - proportion of appeals where the initial findings are validated
KPI 4 Satisfaction 80% AMEP Service provider satisfaction rate	Yearly	The Department of Home Affairs	<ul style="list-style-type: none"> The Department will survey AMEP Service Providers regarding their satisfaction with the processes of and engagement by, the Supplier

3.18 Additional Services

3.18.1 The Department may, from time to time during the Contract Term, require Additional Services (**clauses 9.10 to 9.15** of the **Draft Services Contract at Attachment E**) which may include, but are not limited to:

- (a) additional quantities or frequency of Services;
- (b) additional training;
- (c) projects relating to the delivery of the Services; and
- (d) professional advice or consultation on topics related to the Requirement.

3.18.2 If the Department requires Additional Services, the Department may request the Supplier to prepare and submit to the Department a proposal for the provision of those Additional Services in the form notified by the Department. The Department may, in its absolute discretion, accept or reject any proposal submitted by the Supplier and the Department is not bound to any proposal unless and until the Contract is varied in accordance with **clauses 9.10 to 9.15** of the **Draft Services Contract (Attachment E)** to provide for the Additional Services.

3.18.3 The Supplier will not be entitled to charge or receive any reimbursement or payment for the cost of preparing any proposal relating to any request for Additional Services.

3.18.4 Where a variation is executed by the parties for the provision of Additional Services, then:

- (a) that variation forms part of the Contract;

- (b) the Supplier will provide the Additional Services specified in the variation;
- (c) the Department will pay any fees or charges to the Supplier in accordance with the payment schedule set out in the executed variation; and
 - i. according to any additional standards or KPIs specified in the variation; and
 - ii. otherwise on the terms and conditions of the Draft Services Contract, except to the extent that the parties agree in writing that such terms and conditions do not apply.

3.18.5 The Additional Services process set out here in paragraph 3.18 does not in any way reduce or vary the Supplier's responsibility to provide the Services and perform its obligations set out in the Draft Services Contract.

3.19 AMEP Innovate

3.19.1 The Department may, from time to time, request the Supplier to prepare and submit to the Department a proposal for AMEP Innovate, in accordance with provisions for Additional Services at paragraph 3.19).

3.19.2 AMEP Innovate is a capped sub-program that provides additional funding to the Supplier to pilot initiatives and projects that look beyond current program delivery as they relate to the Services.

3.19.3 AMEP Innovate initiatives and projects aim to enhance Client English language, settlement and employment outcomes For the Services these may include, but are not limited to:

- (a) making better use of technology; and
- (b) special programs with targeted tuition and learning outcomes.

3.19.4 The Supplier must deliver AMEP Innovate in accordance with **clauses 9.10 to 9.15** [Additional Services] of the **Draft Services Contract (Attachment E)**.

3.19.5 The Supplier acknowledges that when the Department requires the delivery of Services through AMEP Innovate, the Department may invite the Supplier to submit a proposal for which the Supplier seeks payment to implement an AMEP Innovate project.

3.19.6 Where the Department invites the Supplier to submit a proposal for AMEP Innovate, the Department will:

- (a) inform the Supplier;
- (b) specify:
 - i. the form by which the proposal is to be submitted;
 - ii. the timeframe for submission of a proposal;
 - iii. the objectives/outcomes to be addressed by way of an AMEP Innovate project;
 - iv. the timeframe for delivery of the AMEP Innovate project; and
 - v. any other matters the Commonwealth considers may be relevant.

3.19.7 If the Supplier agrees to submit a proposal for an AMEP Innovate project, the proposal must clearly set out:

- (a) how the proposal meets the objectives/outcomes of the AMEP Innovate project;
- (b) how the Supplier will put the proposal into effect;
- (c) what metrics will be used to assess the effectiveness of the proposal, if implemented;

- (d) itemised costings for the proposal;
- (e) any other matters specified by the Department.

3.19.8 If the Department agrees to accept a proposal for an AMEP Innovate project, the Supplier will be issued with documents to formally vary the Contract in a form determined by the Department;

3.19.9 If requested by the Department, the Supplier must make available any resources developed as part of AMEP Innovate.

3.20 Planning and Program Implementation

3.20.1 The Supplier must perform the Services in an efficient, effective and comprehensive manner, in accordance with the following requirements:

- (a) must provide all relevant plans within the specified timeframes outlined in this Statement of Requirement;
- (b) must ensure all Plans include:
- (c) specific requirements where appropriate; and
- (d) overarching management principles.

3.20.2 The Supplier must develop and review the following plans and documents in accordance with this Statement of Requirement (in accordance with the schedule set out in paragraph 3.13.1 – Deliverables) and comply with those plans and documents once they have been approved:

- (a) Quality Assurance Annual Plan;
- (b) Transition In Plan;
- (c) Transition Out Plan;
- (d) Business Continuity Plan;
- (e) Work Health and Safety Plan;
- (f) Risk Management and Fraud Control Plan;
- (g) Human Resource Management Plan;
- (h) Indigenous Participation Plan;
- (i) Communications Plan;
- (j) Modern Slavery Risk Management Plan;
- (k) Child Safety Plan; and
- (l) Cyber Incident Response Plan.

3.21 General administrative requirements

3.21.1 The Supplier must:

- (a) comply with all processing, administrative and general procedural requirements specified in the AMEP Standards; and
- (b) enter all relevant data into the IMS within the timeframes specified and as set out at paragraph 3.8 of this Statement of Requirement, and in accordance with the AMEP Standards.

3.22 Security Requirements

- 3.22.1 The Supplier must protect all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability. The Supplier is required to achieve this by applying safeguards to ensure that:
- (a) only authorised Personnel access information through approved processes;
 - (b) information is only used for its official purpose, retains content integrity, and is available to satisfy operational requirements; and
 - (c) information is classified, labelled and stored in-line with Government requirements, including only storing data within Australia.
- 3.22.2 The Supplier must comply with, and must ensure that their subcontractors also comply with, the following security policies, standards and frameworks:
- (a) Australian Government Protective Security Policy Framework as amended from time to time, and currently located at [The Protective Security Policy Framework | Protective Security Policy Framework](#);
 - (b) the Australian Signals Directorate (ASD) [Essential Eight Maturity Model](#) and [Strategies to Mitigate Cyber Security Incidents](#);
 - (c) the [Privacy Act 1988](#) and, if applicable, the [Australian Border Force Act 2015](#); and
 - (d) the security procedures, policies and requirements as notified by the Commonwealth from time to time.
 - (e) The Supplier must also comply with ISO/IEC 27034 – Information Technology – Security Techniques – Application security when undertaking any systems development.
- 3.22.3 The Supplier must meet, and ensure that their subcontractors also meet, the following additional requirements:
- (a) the requirements in the [Information Security Manual](#);
 - (b) any Cloud Contractor used to provide services should be assessed in compliance with the [Australian Cyber Security Centre Cloud Security Guidance](#);
 - (c) AS/NZS 31000:2018 Risk Management - Guidelines, and Australian Standards HB 167:2066 Security Risk Management;
 - (d) ISO/IEC 27001 – Information Technology – Security Techniques – Information Security Management Systems – Requirements; and
 - (e) if applicable, the Hosting Certification Framework as amended from time to time, and currently located at [Hosting Certification Framework | Digital Transformation Agency \(dta.gov.au\)](#).
- 3.22.4 Unless advised otherwise by the Department, every Personnel must undertake any security checks, clearances or accreditations as required by the Department.
- 3.22.5 The Supplier must develop, implement and maintain a:
- (a) cyber security incident management policy;
 - (b) cyber security incident response plan;
 - (c) cyber security incident register.

and provide to the Department as directed.

3.23 Compliance with other Commonwealth Policies

3.23.1 The Requirement is to be provided in compliance with the following:

Policy	Administered by	Issues to consider
Net Zero in Government Operations Strategy	Department of Finance	The Net Zero in Government Operations Strategy describes the approach for implementing the Australian Government's commitment to achieve net zero government operations by 2030. The Strategy supersedes the Energy Efficiency in Government Operations Policy. The Department must purchase office equipment and appliances which are energy star compliant.
Australian Industry Participation Plans in Commonwealth Government Procurement	Department of Industry Science and Resources	See details in the notes to the RFT Terms and Conditions, Part 2 – Terms and Conditions. The Supplier may be required to have an approved AIP Plan.
Australian Packaging Covenant	Australian Packaging Covenant Organisation	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
National Waste Policy	Department of Climate Change, the Environment, Energy and Water	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
Indigenous Procurement Policy	Department of Prime Minister and Cabinet	See Clause 44 of RFT terms and conditions. The Indigenous Procurement Policy took effect on 1 July 2015. It requires Commonwealth entities to award three per cent of Commonwealth contracts to Indigenous businesses by 2020, with interim targets applying each year from 2015-16. In addition, the Indigenous Procurement Policy requires that certain contracts be set aside for Indigenous businesses and that some other contracts include mandatory minimum Indigenous employment or supplier use requirements.
General Records Authority 40 – Outsourcing arrangements - custody of records	National Archives of Australia	General Records Authority 40 needs to be considered if the successful Supplier will be managing Commonwealth Records on behalf of the Department.
Web Content Accessibility Guidelines version 2.2 (WCAG 2.2)	Digital Transformation Agency	This policy applies to procurements for web or web-related goods or services, including but not limited to: <ul style="list-style-type: none"> • web applications; • software as a service; • cloud solutions; • use of online social media services, tools or widgets; and • any situation where a good or a service, including the provision of government information, is provided through an online mechanism or rendered through web technologies. <p>Consider including the clause below in the Statement of Work.</p>
Australia's Disability Strategy	Department of Social Services	This is to assist Government agencies in meeting their obligations under the Disability Discrimination Act 1992. The purpose of the Strategy is to: <ul style="list-style-type: none"> • provide national leadership towards greater inclusion of people with disability;

Policy	Administered by	Issues to consider
		<ul style="list-style-type: none"> • guide activity across all areas of public policy to be inclusive and responsive to people with disability; • drive mainstream services and systems to improve outcomes for people with disability; engage, inform and involve the whole community in achieving a more inclusive society.
Commonwealth Supplier Code of Conduct	Department of Finance	The Code requires all suppliers to conduct themselves with high standards of ethics such that they act with integrity and accountability. Suppliers must be able to demonstrate they have appropriate policies, frameworks, or similar, in place regarding ethics, governance and accountability to comply with these expectations.

3.24 Web Content Accessibility Guidelines Version 2.2

3.24.1 Having regard to the Web Accessibility National Transition Strategy (NTS), the Australian Government is committed to improved web accessibility. The Web Accessibility NTS:

- (a) promotes improved web services, including but not limited to: websites, web content, and web applications used for the dissemination of information and the delivery of Government services and the design, development, maintenance or upgrade of these;
- (b) details the key milestones, scope and implementation plan for the Department's transition of its online information and services, for conformance with the Web Content Accessibility Guidelines version 2.2, developed by the World Wide Web Consortium (W3C); and
- (c) encourages a more accessible and usable web environment that engages with, and allows participation by, more people within our society.

3.24.2 Information regarding the Web Accessibility NTS and the implementation of WCAG 2.2, and policies relating to accessibility are available on the web accessibility website (<https://www.w3.org/WAI/standards-guidelines/wcag/>) and the Australian Government requirements for government websites <https://www.dta.gov.au/help-and-advice/digital-service-standard/digital-service-standard-criteria/9-make-it-accessible>.

3.24.3 The Requirement should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.2 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.2 quick reference ([How to Meet WCAG \(Quickref Reference\) \(w3.org\)](#))).

3.25 Records Management

3.25.1 Without limiting or reducing the Supplier's obligations under the Draft Services Contract, the Supplier must:

- (a) create, maintain, store securely and transfer records to the Department in accordance with the Archives Act 1983 (Cth) and the Australian and International Standard for Records Management, AS ISO 15489;
- (b) ensure privacy is maintained in accordance with the Privacy Act 1988 and the Australian Privacy Principles;
- (c) comply with any applicable obligations concerning records as required by the *Work Health and Safety Regulations 2011 (Cth)*;

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- (d) produce timely, legible, accurate and comprehensive records of all Services;
- (e) transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department;
- (f) transfer the custody of any soft copy Commonwealth Records that are compatible with the Department's records management system to the Department within agreed timeframes acceptable to the Department;
- (g) ensure all hard copy Commonwealth Records are transferred into soft copies that are compatible with the Department's records management system and provided to the Department when requested;
- (h) ensure records are safeguarded from unauthorised access or use;
- (i) ensure all hand written records are transferred into an electronic record in the Service Provider(s) relevant information technology system; in a format that can be transferred to the Department;
- (j) ensure all electronic records have been effectively backed up on a daily basis; and
- (k) ensure that no data, record or report is inappropriately accessed, removed, lost, corrupted or misplaced.
- (l) as instructed by the Department, as instructed by the Department, ensure the transfer of records to the Department or any incoming supplier, either:
 - i. at the end of the Contract Term, if the Supplier is not successful in retaining the delivery of services under a future contract;
 - ii. upon the **Draft Services Contract (Attachment E)** being terminated before the end of the Contract Term; or
 - iii. with the Supplier to bear any associated costs.

3.25.2 The Department may also, from time to time, engage an independent auditor to conduct targeted compliance activities such as reviews, investigations and audits. The Supplier must facilitate access to all facilities, records and data to support compliance and audit activities.

3.26 Access to Records

3.26.1 The Supplier must assist the Commonwealth in respect of the Commonwealth's obligations under the [Freedom of Information Act 1982](#).

3.26.2 Where the Department receives a request for access to a document created by, or in the possession of, the Supplier (or any Sub-Supplier) that relates to the performance of this the **Draft Services Contract (Attachment E)**, the Department may at any time require the Supplier to provide the document to the Department, and the Supplier must, at no additional cost to the Department, promptly comply with the notice.

3.26.3 The Supplier must allow a Client to access information in the Supplier's possession:

- (a) which relates to that Client, including documents signed by, or provided by, the Client;
- (b) only upon:
 - (i) receipt of evidence of the Client's identity; and
 - (ii) the Supplier making a file note on the Client's File.

3.26.4 The Supplier must not provide access to information that falls within one (1) of the following categories:

- (a) information about another person;

- (b) medical (including psychiatric and psychological) records (other than records actually supplied by the person to whom access is being provided); and
- (c) information provided by other Third Parties.

3.27 Compliance with Industry Codes or Guidelines

3.27.1 The Requirement is to be provided in compliance with the following:

- (a) the VET Quality Framework; and
- (b) Auditing Standard ASQC 1 Quality Management for Firms that Perform Audits or Reviews of Financial Reports and other Financial Information, or other Assurance or Related Services Engagements.

3.28 Business Quality Assurance

3.28.1 The Supplier must, over the Contract term, at a minimum have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.

3.29 Contract Transition In Plan

[Note to Tenderers:

Potential Tenderers should note, as advised in the RFT Terms and Conditions Part 1 – Provision of services under any other AMEP Program Contract permitted? - that AMEP Quality Assurance services and the AMEP Academy can be delivered by the same successful Supplier. In this instance, details of governance arrangements and mitigation strategies that the Supplier will put in place to address issues such as conflict of interest, blurred lines of accountability, appropriate resource allocation, transparency, and trust and credibility issues from stakeholders, to ensure a clear organisational separation of duties, are also required to be included in the Transition In Plan}

The Transition In Period is the period from the Commencement Date until Transition In is accepted (Transition In Period).]

3.29.1 The Supplier is required to provide with its Tender, a draft Transition In Plan.

3.29.2 The draft Transition In Plan must, at a minimum, describe all the tasks and activities required to ensure that the Supplier can effectively perform during the Transition In Period 1 July 2025 to 31 December 2025, and commence performing by the Service Delivery Date (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement):

- (a) details of how the Supplier will establish capacity to deliver the Services;
- (b) details of how the Supplier will engage with the current AMEP Quality Assurance Supplier during the remainder of their Contract period, as part of an effective Transition Out and Transition In process;
- (c) a Personnel transition in strategy, including details of how the Supplier will engage and retain sufficient adequately skilled, experienced, qualified, cleared and authorised Personnel to perform the Services;
- (d) details of the training that will be delivered to Personnel during the Transition In Period, including in the use of the Supplier's and the Department's AMEP-related policies, procedures and ICT systems;

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- (e) the proposed transition in team, including names, roles, experience and percentage of their time allocated to transition in and the intended dates of their commencement and withdrawal from the transition in process;
- (f) timing proposed for transition in implementation, including a separate detailed Transition In Project Timeline, setting out each task and activity required to perform all the Services;
- (g) any proposed subcontracting arrangements;
- (h) details of the Supplier's proposed ICT arrangements, including information technology system/s and use of, and links with, the Department's IMS (see paragraph 3.8), from time to time;
- (i) records and information management, in accordance with applicable privacy and records management requirements;
- (j) details of how the Supplier will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Contract (including applicable security governance, information security, personnel security and physical security);
- (k) asset management (including ICT resources);
- (l) communications and stakeholder engagement to support delivery of the Services;
- (m) milestones for the approval by the Department of all plans and documents required in accordance with the Contract;
- (n) milestones required to be met for achievement of transition in of the Services;
- (o) details of the acceptance criteria for each of the milestones;
- (p) details of the responsibilities of the parties during the transition in period;
- (q) details of how the Supplier will establish robust managerial and administrative governance arrangements to deliver the Services, in order to comply with this Statement of Requirement;
- (r) details of any assumptions the Supplier's Transition In Plan is based on; and
- (s) details of key risks identified that could significantly limit the Supplier's ability to complete Transition In on schedule, together with information about mitigation strategies to address each risk.

3.29.3 The Supplier must provide their Transition In Plan in accordance with the timeframe set out at paragraph 3.13.1.

3.29.4 The Supplier will be required to participate in regular teleconferences or online meetings, as directed by the Department, throughout the Transition In Period, to report on activities and milestones detailed in the Transition In Plan and project timeline.

3.29.5 The Supplier must notify the Department when all activities and requirements in their Approved final Transition In Plan have been completed.

3.29.6 The Department will issue the Supplier with a Certificate of Acceptance when the Department is satisfied that the Supplier:

- (a) has completed the requirements of their Approved final Transition In Plan(s); and
- (b) has submitted all plans, documents and other Deliverables that are due within the transition in period, to the acceptable required standard, as detailed in paragraph 3.13.1.

3.30 Contract Transition Out

- 3.30.1 The Supplier must provide the Department with a Transition Out Plan, including a proposed and detailed timeline for implementation, for approval by the Department in accordance with the timeframe set out in paragraph 3.13.1.
- 3.30.2 The Transition Out Plan must detail tasks and activities that will be undertaken to disengage from the Services by the end of the Contract Term, or such other date agreed by the Department.
- 3.30.3 The Transition Out Plan must, at a minimum, include:
- (a) how the Supplier will effectively and efficiently disengage from the Services upon expiry or termination of the Draft Services Contract by the end of the Contract Term, or such other date agreed by the Department;
 - (b) detail all the tasks and activities that will be undertaken to disengage, including:
 - i. assets and learning resources (both digital and physical) used for the delivery of the Services;
 - ii. a comprehensive Personnel transition out strategy, including details of how the Supplier will disengage Personnel performing the Services;
 - iii. the support that will be delivered to Personnel during the transition out period, including suitable notice periods and career paths;
 - iv. how the Supplier will ensure continuity of the Services;
 - v. the proposed transition out team, including names, roles, experience and percentage of their time allocated to transition out and the intended dates of their commencement and withdrawal from the transition in process;
 - vi. timing proposed for transition out implementation, including a separate detailed Transition Out Project Timeline, setting out each task and activity required to perform all the Services;
 - vii. transition out of any subcontracting arrangements;
 - viii. Records and information management, in accordance with the [Privacy Act 1988](#) (Privacy Act) and the *Archives Act 1983* (Cth) and all other relevant laws, Departmental and records management requirements;
 - ix. Records and information management, including strategies and processes for the collection and secure transfer of data and Client Files and other Commonwealth Material, to the Department or to a new Information Management System;
 - x. how the Supplier will maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Contract (including applicable security governance, information security, personnel security and physical security);
 - xi. communications and stakeholder engagement to maintain delivery of the Services;
 - xii. milestones required to be met for achievement of transition out of the Services;
 - xiii. the responsibilities of the parties during the transition out period;

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- xiv. how the Supplier will establish robust managerial and administrative governance arrangements to maintain delivery of the Services during transition out, in order to comply with this Statement of Requirement;
 - xv. any assumptions the Supplier's Transition Out Plan is based on;
 - xvi. key risks identified that could significantly limit the Supplier's ability to complete Transition out on schedule, together with information about mitigation strategies to address each risk; and
 - xvii. financial records and acquittals.
- (c) details which describe:
- i. the Supplier's ability to work collaboratively with the Department and a new Supplier if there is a transfer of Services, ensuring service continuity;
 - ii. how the Supplier will ensure that any Services to be provided under the Draft Services Contract will continue to be provided in accordance with the Draft Services Contract, or are appropriately transferred to the Department, or a new contractor (as required by the Department);
 - iii. how the Supplier will ensure accurate and current AMEP information regarding transition out activities, changes and impacts;
 - iv. how the Supplier will meet all other transition out requirements as notified by the Department;
 - v. appropriate milestones for accepting of, and timeframes for performing, the Contract transition out Services;
 - vi. the Supplier's responsibilities during the transition out period;
 - vii. how the Supplier will work collaboratively with the Department and incoming Suppliers;
 - viii. how the Supplier will ensure all Services are effectively and efficiently completed in accordance with the Draft Services Contract;
 - ix. how the Supplier will manage subcontracting arrangements;
 - x. how the Supplier will establish and maintain appropriate security processes and practices to protect and transfer Commonwealth information, including applicable privacy and records management requirements;
 - xi. how the Supplier will manage financial records and acquittals;
 - xii. how the Supplier will manage Personnel communication and arrangements; and
 - xiii. how the Supplier will meet all other transition out requirements as notified by the Department

3.30.4 The Supplier will be required to participate in regular teleconferences, as directed by the Department, throughout the transition out period, to report on activities and milestones detailed in the Transition Out Plan and Project Timeline.

3.30.5 The Supplier must notify the Department when all activities and requirements in its approved final Transition Out Plan have been completed.

3.30.6 The Transition Out Plan must include:

- (a) appropriate milestones for the accepting of, and timeframes for performing, all transition out activities; and

- (b) the Supplier's responsibilities during the transition out period.

3.31 Business Continuity

3.31.1 The Contractor must deliver a Business Continuity Plan (BCP) in accordance with the timeframe set out in paragraph 3.13.1 and in line with International Standard 22301 Security and Resilience - Business continuity management systems — requirements 2019 (ISO 22301:2019), Australian/New Zealand Standard 5050 (Int): 2020 (AS/NZS 5050:2020) and the Business Continuity Institute Good Practice Guidelines 2018 (BCI GPG) to:

- (a) ensure continuity of Services provided to the Department; and
- (b) support resumption of the Department's business operations in regard to establishing services (including the Services).

3.31.2 The Business Continuity Plan should address the following:

- (a) describe the strategies and actions to ensure continuity of the goods and services when normal operations are disrupted or circumstances exist that may threaten the operation of the goods and services;
- (b) be consistent with and reflect the approved Risk Management and Fraud Control Plan;
- (c) include criteria for identifying and managing business continuity risks, including descriptions of likelihood and consequence criteria, and appropriate risk management criteria;
- (d) describe how business continuity issues will be reported internally and to the Department; and
- (e) describe the threshold for escalation and management of business continuity issues.

3.32 Work Health and Safety Plan

3.32.1 The Supplier must provide the Department with a Work Health and Safety (WHS) Plan for approval, in accordance with the timeframe set out in paragraph 3.13.1.

3.32.2 The WHS Plan should, at a minimum, address the following:

- (a) describe how the Supplier will comply with its WHS duties and obligations under the Contract and applicable legislation and any current industry standards and practice, including the *Work Health and Safety Act 2011 (Cth)* and the *Work Health and Safety Regulations 2011 (Cth)*;
- (b) identify, prevent and manage the risk of work health and safety issues for the Supplier's Personnel in the performance of the Services;
- (c) be consistent with AS/NZS ISO 45001:2018 – Occupational Health and Safety Management Systems; and
- (d) include policies and procedures relating to:
 - (i) hazard control and risk management;
 - (ii) infection control, where appropriate;
 - (iii) occupational hygiene;
 - (iv) physical and psychosocial safety and security of persons working at a facility;

- (v) WHS training and induction requirements for Personnel working onsite at a facility;
- (vi) emergency and disaster management procedures in the event of cyclones and bushfires where relevant to risk;
- (vii) consultation;
- (viii) incident notification; and
- (ix) Personnel support including Post-Incident Management and debrief activities.

3.32.3 The Supplier must

- (a) regularly review and update the WHS Plan throughout the term of the Contract to ensure it remains appropriate and current at all times, and submit any updated plan to the Department for approval; and
- (b) comply with the WHS Plan.

3.33 Risk Management and Fraud Control Plan

3.33.1 The Supplier must provide and manage the Risk Management and Fraud Control Plan in order to manage risks effectively, and take a systematic and stringent approach to the prevention and detection of fraud to achieve outcomes.

3.33.2 Effective risk management requires the Supplier and the Department to understand the nature of the risks and to systematically identify, assess, treat, monitor and review those risks. The Supplier must ensure that risk and fraud identification, assessment, and prevention are embedded into processes at all levels.

3.33.3 The Supplier is required to provide the Department with a Risk Management and Fraud Control Plan for approval in accordance with the timeframe set out in paragraph 3.13.1.

3.33.4 The Risk Management and Fraud Control Plan must be consistent with the *Commonwealth Risk Management Policy* and *Commonwealth Fraud and Corruption Control Framework*, and must, at a minimum, describe:

- (a) how the Supplier will identify, seek to prevent and manage risks, including fraud, in relation to the Services;
- (b) the level of conformance to recognised standards for risk management (AS ISO 31000:2018);
- (c) criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria;
- (d) how risks will be categorised and appropriate risk treatment strategies applied;
- (e) how risks, including fraud, will be reported internally and to the Department; and
- (f) the thresholds for escalation and management of risks.

3.33.5 The Supplier must:

- (a) incorporate or otherwise address any comments or feedback from the Department on the Risk Management and Fraud Control Plan, and Risk Register;
- (b) comply with and implement the approved Risk Management and Fraud Control Plan, and Risk Register, during the Contract Term;
- (c) perform its obligations under the Draft Services Contract in a manner that facilitates identification, control, management and mitigation of the risks in connection with the

Contract, whether or not a risk is identified in the approved Risk Management and Fraud Control Plan, and Risk Register;

- (d) provide the Department with information and documents in relation to the Risk Management and Fraud Control Plan, and Risk Register, promptly on request by the Department;
- (e) promptly report to the Department on the status of the Risk Management and Fraud Control Plan, and Risk Register, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Risk Management and Fraud Control Plan, and Risk Register, throughout the Contract Term in accordance with the Draft Services Contract, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

3.34 Human Resource Management Plan

3.34.1 The Supplier must provide the Department with a Human Resource Management Plan for approval, in accordance with the timeframe set out in paragraph 3.13.1.

3.34.2 The Human Resource Management Plan must, at a minimum:

- (a) include induction and ongoing training programs for Personnel that is sufficiently tailored for the different roles and responsibilities;
- (b) comply with the requirements of the Draft Services Contract, including this Statement of Requirement and all Contract standards, including the *APS Code of Conduct*;
- (c) describe the Supplier's attraction and retention strategy and how it will ensure it has sufficient Personnel with appropriate skills and qualifications to deliver the Services;
- (d) identify specific Personnel for key positions nominated by the Supplier, including specified Personnel and detail the specified Personnel minimum qualifications and experience for said key positions;
- (e) include strategies to ensure Personnel meet ongoing qualification, registration and training requirements for different roles; and
- (f) detail the strategy for management and development of Personnel skills.

3.34.3 The Supplier must ensure that the key positions are occupied at all times.

3.34.4 The Supplier must advise of changes to key positions within five (5) working days of the earlier of:

- (a) the change occurring; and
- (b) the Supplier becoming aware that changes will occur.

3.35 Contract Communications Plan

3.35.1 The Supplier must develop a Communications Plan that sets out a framework for how communications and reporting requirements in relation to the provision of the Services will be managed by the Supplier, including the notification, management and closure of issues and complaints, in accordance with the timeframe set out in paragraph 3.13.1.

3.35.2 The Contract Communications Plan must, at a minimum:

- (a) set out the standards and qualities the Supplier expects of Personnel when interacting and dealing with the Department and AMEP Service Providers;

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- (b) outline how the Supplier will implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Suppliers;
- (c) outline how the Supplier will be responsive to requests from the Department;
- (d) describe how general business enquiries will be managed; and
- (e) detail the notification and escalation, management, closure and reporting requirements in relation to issues and complaints, including the relevant notification criteria and relevant procedures and timeframes to be adhered to.



Australian Government

Department of Home Affairs

ABN:33 380 054 835

REQUEST FOR TENDER (RFT)

**FOR THE PROVISION OF THE ADULT MIGRANT ENGLISH PROGRAM (AMEP)
ACADEMY**

HOMEAFFAIRS/2167/RFT

ATTACHMENT A: STATEMENT OF REQUIREMENT

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PART 1 – OVERVIEW OF THE REQUIREMENT

1. SECTION 1: OVERVIEW OF ADULT MIGRANT ENGLISH PROGRAM (AMEP) ACADEMY SERVICES

1.1 Background Information

- 1.1.1 On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs (the Department), was formally established.
- 1.1.2 The Home Affairs Portfolio brings together immigration and citizenship policies and programs, border protection and facilitation of trade and travel, social cohesion, national security, cyber and infrastructure security and emergency management functions, working together to keep Australia safe.
- 1.1.3 The Department is committed to ensuring the provision of high-quality settlement services, which support migrants and humanitarian entrants in their transition to life in Australia.
- 1.1.4 Further information about the Department's strategic direction and current work can be viewed on the Department's website www.homeaffairs.gov.au.
- 1.1.5 The Adult Migrant English Program (AMEP) is the Australian Government's longest running and largest settlement program. It provides English language tuition to eligible migrants and humanitarian entrants to help them learn English language and settlement skills to increase their social and economic participation in Australia.
- 1.1.6 To ensure that AMEP services delivered under the AMEP General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT) are of high quality and Client outcomes are optimised, the Department is seeking a third party provider or third party providers¹ to deliver:
- (a) The AMEP Academy; and
 - (b) AMEP Quality Assurance Services - to monitor and assess AMEP Service Provider contract and financial compliance, quality of program delivery and performance (engaged under HOMEAFFAIRS/2166/RFT).

1.2 Adult Migrant English Program Overview

- 1.2.1 The AMEP is administered and funded by the Department and legislated under the [*Immigration \(Education\) Act 1971*](#) (the Act). The Act provides eligible visa holders in Australia with access to free English language tuition if they do not have Vocational English and are not otherwise excluded by legislation from being provided with English tuition. The AMEP is for migrants and humanitarian entrants aged 18 and over, however those aged between 15 and 17 years, who do not have Vocational English and whose needs are not met through mainstream schooling, may also be eligible to participate in the AMEP. Participation in the AMEP is voluntary.
- 1.2.2 The AMEP General Service is delivered flexibly by contractors to respond to the individual learning goals and circumstances of Clients, including Clients who have limited or no history of formal classroom tuition, have no or low literacy in their home language/s, have experienced pre-migration trauma, and those who live in remote and regional Australia.
- 1.2.3 The AMEP is delivered nationally, with Services including Distance Learning, to be delivered in 23 Contract Regions (CRs) which encompass the whole of Australia. These are presented in Appendix 1.

¹ See Part 1 RFT Details – RFT Terms and Conditions

1.2.4 AMEP Client statistics are presented in Appendix 2 to provide an indication of the degree of Client activity within each CR.

1.3 Policy and Legislative Framework

1.3.1 The [Migration Act 1958](#) relates to the entry into, and presence in, Australia of non-citizens, and the departure or removal from Australia of non-citizens and certain other persons.

1.3.2 The [Immigration \(Education\) Act 1971](#) states under 4A Eligibility for English Courses that:

(a) a person is eligible for the purposes of this Act if he or she:

- i. is in Australia; and
 1. holds a permanent visa; or
 2. holds a temporary visa of a class specified in a legislative instrument made by the Minister; or
 3. previously held a permanent entry permit or a permanent visa and has become an Australian citizen; or
 4. is aged under 18 years and has at least one parent who has held or holds a permanent entry permit or permanent visa; and
- ii. does not have [Vocational English \(note: the Immigration \(Education\) \(Standards for Vocational English\) Instrument](#) will be updated to recognise at least [EAL Framework](#) (Access) Certificate III as Vocational English for AMEP purposes from 1 January 2026); and
- iii. is not ineligible under section 4C or 4D.

(b) the Minister may, by legislative instrument, make a determination specifying a class of [temporary visa](#) for the purposes of subparagraph (1)(a)(2).

1.3.3 The [Immigration \(Education\) Act 1971](#) states under 4B Obligation to provide tuition in an English Course that:

(a) the Minister must provide, or arrange the provision of, tuition in an approved English course to a person, while that person is eligible, if the person:

- i. holds a permanent visa; and
- ii. was aged at least 18 years on the first day the person was in Australia on or after the day when the permanent visa came into effect; and
- iii. has paid, or is exempt from paying, visa application charge under section 45A of the [Migration Act 1958](#) for the permanent visa; and
- iv. did not, at any time before the permanent visa came into effect, hold another permanent visa while in Australia; and
- v. is not excluded from the application of this section by the [Immigration \(Education\) Regulations 2018](#).

(b) This section does not limit section 4.

1.3.4 In accordance with the [Immigration \(Education\) Act 1971](#), the Minister with responsibility for the AMEP may specify procedures or standards for the definition of Vocational English.

1.3.5 Under the [Immigration \(Education\) Act 1971](#), the Commonwealth's obligation to provide English tuition under section 4B to an Eligible Person whose Visa Commencement Day is on or before 1 October 2020 continues until the person has reached Vocational English.

1.3.6 Under the [Immigration \(Education\) Act 1971](#), the Commonwealth's obligation to provide English tuition under section 4B for an Eligible Person whose Visa Commencement Day is after 1 October 2020 continues until:

- (a) the person has reached Vocational English;
 - (b) the person fails to register with the provider of an approved English course within 12 months after the Visa Commencement Day (for those under 18 years);
 - (c) the person fails to register with the provider of an approved English course within six (6) months after the Visa Commencement Day (for those 18 years and over);
 - (d) the person fails to commence an approved English course within 12 months after the Visa Commencement Day; or
 - (e) the end of the period of five (5) years starting on the person's Visa Commencement Day.
- 1.3.7 The onus is on the Eligible Person whose Visa Commencement Day is after 1 October 2020 to meet the prescribed timeframes.
- 1.3.8 The [Immigration \(Education\) Act 1971](#) also provides that the obligation under section 4B to provide an Eligible Person with English tuition may be extended in certain prescribed circumstances, in accordance with the [Immigration \(Education\) Regulations 2018](#). For example, an Eligible Person may be able to register later than the six (6) to 12 months after the Visa Commencement Day.
- 1.3.9 Sections 5 – 8 of the [Immigration \(Education\) Act 1971](#) relate to the provision of teaching and learning materials, training courses for teachers, and the conduct of research projects:
- (a) Section 5: Provision of teaching and learning materials.
 - i. The Minister may arrange for the purchase or production of, and the distribution of, teaching and learning materials for use in approved courses.
 - (b) Section 7: Training courses for teachers.
 - i. The Minister may arrange for the provision of training courses for teachers who are engaged, or intend to engage, in giving approved courses.
 - ii. Where a teacher attending a training course referred to in subsection (1) is paid salary by his or her employer for the whole or a part of the period of his or her attendance, the Minister may authorize the payment to the employer of the whole or a part of the cost of the salary so paid.
 - iii. In this section: *employer* includes the Government of a State or Territory. *Salary* includes an allowance in the nature of a travelling allowance.
 - (c) Section 8: Research projects.
 - i. The Minister may arrange for the conduct of research projects designed to improve the form or content of approved courses.
- 1.4 New AMEP Business Model**
- 1.4.1 The Australian Government will deliver a new AMEP business model from 1 January 2026. The new AMEP business model will provide greater flexibility and enhanced Client and Teacher supports to further improve English language, employment and settlement outcomes for AMEP Clients.
- 1.4.2 The new AMEP business model will also introduce the [EAL Framework](#) as the national curriculum (refer **Attachment F – Glossary** for more detailed information). This will provide national consistency for AMEP delivery and the opportunity to develop teaching and learning resources that can be shared across providers.
- 1.4.3 The new AMEP business model includes the establishment of AMEP Quality Assurance Services (HOMEAFFAIRS/2166/RFT).

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1.4.4 The nominated third party AMEP Quality Assurance Services provider will monitor and assess AMEP Service Provider contract and financial compliance, quality of program delivery and performance.

1.4.5 The Australian Government continues to further improve English language, employment and settlement outcomes for Clients. Further details about the AMEP, the legislative reforms and consultations undertaken are at <https://immi.homeaffairs.gov.au/settling-in-australia/amep/about-the-program>

1.5 The AMEP Academy

1.5.1 The Department is committed to strengthening and maintaining the AMEP's position as the world leading program of its kind. To succeed in this commitment, the Department seeks to engage a Supplier to deliver innovative, practical and tailored services through the AMEP Academy.

1.5.2 The AMEP Academy will deliver annual professional learning for AMEP Teachers and continue the development of high quality teaching, learning and assessment resources for AMEP Teachers and Clients. The AMEP Academy will also undertake research to inform innovation and implementation of best practice and be a central repository of advice for the Department to draw upon. The AMEP Academy will enable strong knowledge sharing capabilities by delivering fit for purpose online resources for the AMEP.

1.6 AMEP Performance Management Framework

1.6.1 The Australian Government is committed to providing Clients with high quality English language training under the AMEP.

1.6.2 Under the General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT), the AMEP Performance Management Framework (the Framework) will be established.

1.6.3 The Framework will be administered by the Department, the nominated third party Quality Assurance Provider and/or an external auditor.

1.6.4 The Framework will be underpinned by the AMEP Quality Guidelines and Standards (the AMEP Standards).

1.6.5 AMEP Service Providers and the AMEP Academy provider must comply with the AMEP Standards at all times.

[Note to Tenderers: This information is provided for background purposes only and should not be taken to be a complete representation of the law or Commonwealth policy. Tenderers are expected to seek their own professional advice in relation to this information. Tenderers should note that legislative and policy changes may occur during or after the release of this RFT].

2. OVERVIEW OF THE SERVICES

2.1 Overview of the Requirement

2.1.1 The Department seeks to engage a suitably qualified Supplier to deliver the AMEP Academy Services (the AMEP Academy), as specified in this Statement of Requirement.

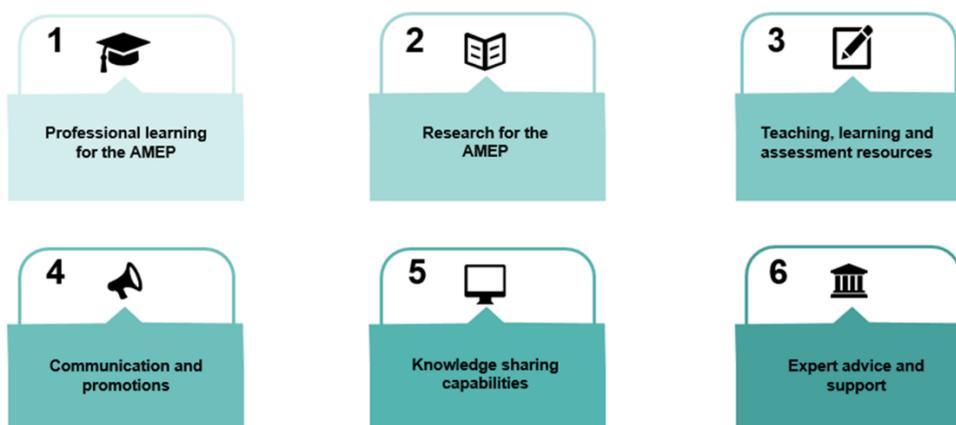
2.1.2 The Services must be provided by the Supplier as specified in this Statement of Requirement, including but not limited to:

- (a) the AMEP Academy, consisting of six key deliverables brought together in an AMEP Academy Annual Plan (paragraph 3.2) which sets out details of activities, scheduling

and indicative costs. Each deliverable contributes an additional layer to safeguard the high quality teaching efforts to support AMEP Clients:

- i. professional learning for the AMEP in accordance with paragraph 3.3.
- ii. research for the AMEP in accordance with paragraph 3.4.
- iii. teaching, learning and assessment resources in accordance with paragraph 3.5.
- iv. communication and promotions in accordance with paragraph 3.6.
- v. knowledge sharing capabilities in accordance with paragraph 3.7.
- vi. expert advice and support in accordance with paragraph 3.8.

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- (b) stakeholder engagement in accordance with paragraph 3.9, including working cooperatively with AMEP Service Providers, developing and maintaining a productive working relationship with the AMEP Quality Assurance Services provider, and developing relationships and effective communication channels and networks with a range of other relevant stakeholders.
- (c) contract management, meetings, stakeholder relationships and general administrative requirements in accordance with paragraphs 3.11, 3.12, 3.13, 3.14 and 3.15, including fulfilment of all meeting and reporting requirements.
- (d) Additional Services in accordance with paragraph 3.16, including upon the Department's request, preparing and submitting to the Department a proposal for the provision of Additional Services in the form notified by the Department. The provision of Additional Services may include such things as additional quantities or frequency of Services, additional training, or projects relating to the delivery of the Services or professional advice or consultation on topics related to the Requirement.
- (e) AMEP Innovate in accordance with paragraph 3.17, including, at the invitation and approval of the Department, piloting initiatives and projects to enhance Client English language, settlement and employment outcomes.
- (f) planning and program implementation in accordance with paragraph 3.18, including developing, adhering to and the regular updating of a suite of plans and documents in relation to the provision of the Services.
- (g) security requirements in accordance with paragraph 3.20, including protecting all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability.

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- (h) Web Content Accessibility, in accordance with paragraph 3.23 including complying with the Web Accessibility National Transition Strategy, and all products, services and outputs conforming to WCAG 2.2.
- (i) records management and access to records in accordance with paragraphs 3.24 to 3.25 including meeting obligations and complying with relevant legislation.
- (j) business quality assurance in accordance with paragraph 3.27, including having a quality management system in place.

2.2 Timeframes

2.2.1 The Supplier is expected to be engaged to provide the Services in accordance with the following indicative timetable:

- (a) Commencement Date – 1 July 2025.
- (b) Transition In commences – 1 July 2025.
- (c) Partial Service Delivery – 1 July 2025 to 31 December 2025.
- (d) Full Service Delivery - from 1 January 2026.

3. DETAILED DESCRIPTION OF SERVICES

3.1 Nature and Scope of the Requirement

3.1.1 The Supplier must deliver the AMEP Academy in accordance with this Statement of Requirement.

3.2 AMEP Academy Annual Plan

3.2.1 The Supplier must provide the Department with an AMEP Academy Annual Plan for approval in accordance with the timeframe set out at paragraph 3.11.1. The Supplier must propose to the Department the manner in which the Services outlined in the AMEP Academy Annual Plan will be delivered.

3.2.2 The AMEP Academy Annual Plan must include the following content, at a minimum:

- (a) The AMEP Professional Learning Program (refer paragraph 3.3);
- (b) The AMEP Research Program (refer paragraph 3.4);
- (c) The AMEP Teaching, Learning and Assessment Resources Program (refer paragraph 3.5);
- (d) The Communication and Promotions Program (refer paragraph 3.6);
- (e) Annual Key Meeting Schedule (includes CoP, ATB National Working Group, Professional Learning Sessions); and
- (f) Annual Key Milestones Delivery Schedule for each key deliverable (refer paragraph 2.1.2).

3.2.3 The Supplier must develop the template for the AMEP Academy Annual Plan and work with the Department to ensure the Department approves the AMEP Academy Annual Plan template. The AMEP Academy Annual Plan template must include conditions and requirements for each Deliverable to enable reporting against the Key Performance Indicators at paragraph 3.15. The Department may require the Supplier to vary the template from time to time. The Supplier must provide updated versions of the template as when required by the Department at no additional cost.

3.3 Professional Learning for the AMEP

- 3.3.1 The Supplier will be required to deliver Professional Learning for the AMEP. This will include the design and delivery of the AMEP Professional Learning Program for AMEP practitioners.
- 3.3.2 The Supplier will be required to design and develop the annual AMEP Professional Learning Program, for approval by the Department as part of the AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and deliver the AMEP Professional Learning Program in accordance with the approved AMEP Academy Annual Plan.
- 3.3.3 The Supplier must include in the AMEP Academy Annual Plan a clear schedule with indicative dates and milestones for delivery of each component of the AMEP Professional Learning Program.
- 3.3.4 The Supplier must deliver an AMEP Professional Learning Program that includes:
- (a) Professional Learning Sessions.
 - i. The Professional Learning Sessions must include workshops and seminars, and may include an annual conference, cover a range of topical subjects and should be responsive to the needs of AMEP Teachers, other relevant Personnel, and their AMEP learners. Professional Learning Sessions must bring their audiences innovative and current ideas, approaches and topics in TESOL pedagogy or related areas that underpin best-practice tuition and strong learner participation and outcomes. Professional Learning Sessions must be accessible for all AMEP Teachers and be delivered for participants in a collaborative and interactive manner.
 - ii. The Supplier will develop, organise and deliver Professional Learning Sessions using appropriate online technology to maximise accessibility, engagement and participation.
 - iii. The Professional Learning Sessions to be delivered by the Supplier must include academic, specialist and AMEP Teacher-led components.
 - iv. Participant feedback must be collected via an evaluation form or equivalent and a summary of the feedback reported to the Department in the AMEP Academy Quarterly and Annual Reports.
 - v. Professional Learning Sessions must be scheduled at least 30 business days, in advance of delivery, to enable AMEP Teachers and other relevant Personnel to participate.
 - (b) Administration and coordination of Communities of Practice (CoP) for AMEP practitioners.
 - i. The Supplier must manage and co-ordinate CoP arrangements for the AMEP, comprising a National CoP and topic-specific CoP.
 - ii. The CoP are a network of AMEP Teachers and other relevant Personnel who come together, virtually, on an ongoing basis, to share or deepen their knowledge on a pedagogical topic of concern or interest relevant to the AMEP. The CoP are an opportunity for AMEP Teachers and other relevant Personnel to exchange ideas, share best practice, new approaches and resources.
 - iii. The National CoP is comprised of a number of topic-specific CoP. Each topic-specific CoP is led by an AMEP Service Provider, with administrative support to

be provided by the AMEP Academy Supplier. Currently there are eight (8) topic specific CoP. A table of the current CoPs and their scope is at Appendix 3.

- iv. The CoP structure and topic coverage must be detailed in the AMEP Academy Annual Plan and must be reviewed annually to ensure it remains relevant to the AMEP.
 - v. From time to time, professional stakeholders/subject matter experts may be brought in to lead and conduct specific CoP (both National and topic specific), and the Supplier will be expected to continue to coordinate administration and delivery of the CoP.
 - vi. The Supplier must provide secretariat services for each of the CoP (National and topic specific), and must provide a copy of all CoP meeting minutes to the Department in accordance with the timeframes outlined in paragraph 3.11.1.
 - vii. The Supplier must upload CoP presentations to the AMEP's online platforms, including but not limited to the AMEP Virtual Hub (refer Appendix 4), as appropriate.
 - viii. Key highlights, including a high level summary of the CoP activities and outcomes, must be included in the AMEP Academy Quarterly Report, to be provided in accordance with the timeframes outlined in paragraph 3.11.1.
 - ix. An update on the CoP and a summary of CoP outcomes must be included in the AMEP Academy Annual Report, to be provided in accordance with the timeframes outlined in paragraph 3.11.1.
- (c) Develop and manage professional learning materials and resources. In developing professional learning materials and resources or updating existing materials and resources, the Supplier must:
- i. Ensure that the resources align to the national curriculum, the EAL Framework and current TESOL pedagogy as appropriate.
 - ii. Ensure that professional learning materials are of the highest quality and appropriately pitched, authentic, innovative and engaging.
 - iii. Design resources to suit different modes of learning and the needs of different learner cohorts as required, for example E-learning or printable materials.
 - iv. Upload new resources to the AMEP's online platforms (refer paragraph 3.7), including but not limited to AMEPOnline, ATB or the AMEP Virtual Hub, as appropriate.

3.3.5 The AMEP Professional Learning Program must be:

- (a) purposeful - The capability need is identified and informs the learning solution. The program must be developed to respond to identified capability needs of the AMEP, designed to support AMEP tuition delivery and positively impact Client learning and outcomes, support work performance and the outcomes must be measured.
- (b) tailored and User-centric - Design is inclusive, relevant and supports continuous learning. The learning experience utilises the most relevant, flexible, targeted and accessible best practice learning methods (work, people, courses, resources).
- (c) adaptable - Design can be shared, scaled up and leverage technology to create efficiencies. The learning experience can be shared, repurposed or scaled for greater efficiency in learning investment across the AMEP.

(d) impactful - Design incorporates a mix of innovative and engaging learning methods. The future effect of good design should result in individual Client and AMEP outcomes.

3.3.6 The Supplier must Report on the delivery of the AMEP Professional Learning Program, including updating progress and outcomes of each of the planned deliverables in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

3.4 Research for the AMEP

3.4.1 The Supplier must undertake, identify, and deliver research activities, as required.

3.4.2 The Supplier will be required to develop an annual AMEP Research Program, for approval by the Department as part of the AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and then deliver the AMEP Research Program in accordance with the approved AMEP Academy Annual Plan.

3.4.3 The AMEP Research Program will be informed by an indicative research budget, which will be provided by the Department in mid May each year.

3.4.4 The AMEP Research Program must include:

(a) design, conduct and manage AMEP Teacher surveys on events (eg workshops, CoP and conferences) and resources, in order to gather feedback and enable reporting to the Department on aspects such as outcomes, satisfaction and suggested improvements;

(b) design, conduct and manage AMEP Client satisfaction surveys;

(c) design, conduct and manage other research projects, activities and analysis;

(d) design, conduct and manage longitudinal studies;

(e) key milestones, methodologies, indicative hours, costs and timelines for delivery; and

(f) a distinct research program for the year ahead and an indicative forward plan covering the Contract Period, including total approximate costs for each research project.

3.4.5 In the design, development and delivery of the Annual AMEP Research Program, the Supplier must:

(a) consider both basic and applied research on adult TESOL issues meaningful to the AMEP context, using appropriate methodologies;

(b) consider key research findings, and survey outcomes, to identify priority areas for AMEP Teacher and other relevant Personnel professional learning (refer to paragraph 3.3.1) and inform the focus for the development of AMEP teaching, learning and assessment resources, enabling continuous improvement in AMEP delivery;

(c) identify priority AMEP research needs. Topics may be related to the AMEP Client cohort and outcomes, curriculum, TESOL pedagogy and practice in the AMEP context, review of international TESOL programs or practice, or other; and

(d) consult with the Department and key AMEP stakeholders.

3.4.6 The Department may initiate research projects, in consultation with the Supplier, and request amendment to the Annual AMEP Research Program and AMEP Academy Annual Plan. The Supplier must include the requested research projects, and associated Milestones, and resubmit the Annual AMEP Research Program and AMEP Academy Annual Plan for Departmental approval.

- 3.4.7 Each research Project, including surveys, studies, projects and activities, as detailed in paragraph 3.4.4, will require the delivery of an individual Final Outcomes Report, which must be included as a Milestone within the annual AMEP Research Program.
- 3.4.8 The Supplier must undertake all research deliverables using appropriate methodologies, and appropriately qualified personnel. The Department expects all research deliverables to reflect best practice in design and presentation to meet the needs of the key audience/s, and the Department.
- 3.4.9 The Supplier must ensure all survey questions are approved by the Department at least ten (10) business days, prior to requests for survey responses.
- 3.4.10 The Supplier must report to the Department on the delivery and progress of the AMEP Research Program and associated Milestones, within the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

3.5 Teaching, Learning and Assessment Resources

- 3.5.1 The Supplier must deliver Teaching, Learning and Assessment Resources. This includes the design and delivery of targeted and practical Teaching, Learning and Assessment Resources that are specific to the complex needs of the AMEP Client cohort and informed by TESOL expertise.
- 3.5.2 The Supplier must design and develop an annual AMEP Teaching, Learning and Assessment Resources Program, as part of AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and deliver the Practical Teaching, Learning and Assessment Resources Program in accordance with the approved AMEP Academy Annual Plan.
- 3.5.3 The Supplier must:
- (a) design, deliver and maintain new and existing teaching, learning and assessment resources and e-learning materials.
 - (b) review and update the current Initial Assessment (IA) Kit during the partial Service delivery period, in consultation with the Department, AMEP Service Providers, and the Department's nominated third party AMEP Quality Assurance Provider.
 - (i) The IA Kit must enable AMEP Service Providers, once the Client Registration process is complete, to:
 1. Conduct an Initial Assessment against the EAL Framework to determine the Potential Client's level of English proficiency and therefore eligibility for the AMEP, as defined in the *Immigration (Education) (Standards for Vocational English) Instrument (LIN 21/012) 2021* (note this Instrument will be updated to recognise at least EAL Framework (Access) Certificate III as Vocational English for AMEP purposes from 1 January 2026).
 2. assess each Potential Client's English proficiency against the four (4) language skills of speaking, listening, reading and writing.
 3. identify clients who are ineligible for the AMEP, namely where a Potential Client is deemed to be capable of being placed in 22641VIC Certificate IV in EAL (Access), this is indicative that the Potential Client has Vocational English.

- (ii) The Supplier must, from time to time, and if requested by the Department, review and update the initial Assessment kit, and in accordance with the timeframes set by the Department.
 - (c) Manage the Assessment Task Bank (ATB), which is a collection of validated assessment tasks available for AMEP Teachers and other relevant Personnel. The ATB is currently housed on the AMEP Virtual Hub (refer paragraph 3.7 and Appendix 4) and the tasks are freely available to all users. Management of the ATB includes, but is not limited to:
 - (i) review and update of current ATB content during the partial Service delivery period, in consultation with the Department.
 - (ii) overseeing ongoing review and evaluation, with the Teaching and Assessment National Working Group, of scope, range and appropriateness of ATB assessments according to curricula and learner cohort needs and to inform new task development.
 - (iii) sourcing, validating and publishing new Assessment Tasks to the ATB. Assessment Tasks will be developed by AMEP Service Providers and validated by the Teaching and Assessment National Working Group. The Supplier must publish a minimum of five (5) new validated assessment tasks per month.
 - (iv) management and maintenance of the secure ATB, as part of the new AMEP Academy website (refer paragraph 3.7).
 - (v) promoting the ATB to AMEP Service Providers, AMEP Teachers and provide details, on the proposed promotional services to be performed, including key dates for proposed activities, in the AMEP Academy Annual Plan.
 - (vi) organising, administering, facilitating and manage the AMEP Teaching and Assessment National Working Group which validates ATB assessment tasks and develops teaching resources, and includes monthly meetings and an annual workshop. This includes, but is not limited to:
 1. sourcing Assessment Tasks from AMEP Service Providers;
 2. validating new Assessment Tasks to be published on the ATB; and
 3. revising and update existing Assessment Tasks as required.
 4. organising and facilitating the monthly meetings and annual workshop virtually. The annual workshop should provide members with at least two (2) months' notice for the date and location. Monthly meetings should provide members with at least one (1) month notice. An indicative schedule must be included as part of the AMEP Academy Annual Plan.
 5. provide secretariat services, and ensure Minutes from the AMEP Teaching and Assessment National Working Group meetings are delivered to the Department in a timely manner.
- 3.5.4 The Supplier must develop and deliver resources, as required. In developing teaching, learning and assessment resources or updating existing materials, all resources must:
- (a) Align to the national curriculum, the current EAL Framework and current TESOL pedagogy as appropriate.
 - (b) Are meaningful and practical, of the highest quality and appropriately pitched, authentic, innovative and engaging for intended users.

- (c) Suit the needs of different learner cohorts and different modes of learning as required, for example E-learning or printable materials.
 - (d) Be uploaded to the AMEP's online platforms, as appropriate (refer paragraph 3.7).
- 3.5.5 The Supplier must report on the delivery, progress and outcomes of each of the planned deliverables in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

3.6 Communication and Promotions

- 3.6.1 The Supplier must deliver communication and promotions. This includes, but is not limited to engaging with stakeholders to design, review, update and deliver communication products, undertaking promotions activities relating to the Academy's work and engaging with stakeholders to extend the reach and accessibility of the AMEP's professional learning, research, resources, online platforms and related activities.
- 3.6.2 Specific deliverables will include:
- (a) AMEP Academy branding that is modern and appropriate for the Department and key stakeholders and consistent with existing AMEP branding.
 - (b) monthly newsletter to AMEP Service Providers and AMEP Teachers and other relevant Personnel showcasing existing, new and upcoming AMEP Academy resources and activities.
 - (c) information products, including infographics and brochures to support AMEP Academy deliverables, produced and released in accordance with timeframes agreed with the Department.
 - (d) Promotion of the resources available on the AMEP Virtual Hub and AMEPOnline (website and App) to AMEP Service Providers, AMEP practitioners and users to increase reach and usage for the target audience.
- 3.6.3 All AMEP Academy communication and promotions products and activities must be approved by the Department prior to dissemination to stakeholders.
- 3.6.4 The Supplier must detail the design, development and proposed delivery of the AMEP Academy Communication and Promotions Program in the AMEP Academy Annual Plan.
- 3.6.5 The Supplier must annually evaluate the impact of the Communication and Promotions activity.
- 3.6.6 The progress of each of the planned deliverables and impact evaluation will be reported to the Department in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

3.7 Knowledge Sharing Capabilities

- 3.7.1 The Supplier must deliver strong knowledge sharing capabilities through existing, and future enhanced, online platforms, to extend the reach and accessibility of AMEP professional learning, research, resources for AMEP Clients and AMEP Teachers and other relevant Personnel.
- 3.7.2 These platforms include the existing AMEPOnline website, the planned AMEPOnline App, and the existing AMEP Virtual Hub. Further detail on the coverage, audience, current state and specifications of each of these platforms is at Appendix 4.
- 3.7.3 To be clear, the scope of the Knowledge Sharing Capability comprises work during the partial Service delivery period to review the suitability of current platform settings, and to propose and implement agreed changes, and to then, from the full Service delivery date, to host and manage the enhanced platforms.

3.7.4 The Supplier must deliver the following:

- (a) conduct a service design and delivery process during the partial Service delivery period to:
 - (i) review the mode of access for the existing AMEPOnline website (i.e. platform, technical specifications and user access), provide the Department with options for an enhanced platform and implement changes as agreed. This review will not include the content hosted on the AMEPOnline website.
 - (ii) review the structure of the existing AMEP Virtual Hub repository, including how content is managed and accessed, provide the Department with options for a redesigned website platform, to be renamed the AMEP Academy website, and implement new arrangements, by 1 January 2026, as agreed. This review must include the content hosted on the AMEP Virtual Hub to enable the transformation into the AMEP Academy website, allowing for improved user experience and comprehensive coverage of all the deliverables under this AMEP Academy Request for Tender.
 - (iii) examine the potential for efficiencies across the two abovementioned platforms (i.e. the AMEP Virtual Hub and the AMEPOnline website). The Supplier will provide the Department with options for an enhanced approach and implement new arrangements as agreed.
- (b) deliver ongoing ICT arrangements from the full Service delivery date, including:
 - (i) host and manage the AMEPOnline website.
 - (ii) host and manage a new AMEPOnline mobile application (App).

(The Supplier should note that this App has not yet been developed. The App will be designed and implemented during 2025 under the current AMEP contract.)

- (iii) host and manage the future AMEP Academy website.

3.7.5 The Supplier must ensure, as part of the service design and delivery process, that the AMEPOnline and the new AMEP Academy websites provide value for money and meet the needs of all users.

3.7.6 As part of the ongoing hosting and management of the platforms, this includes the AMEPOnline website, the AMEPOnline App and the AMEP Virtual Hub website (future AMEP Academy website), the Supplier must deliver the following, noting these requirements may be refined throughout the Transition-In period:

- (a) develop and maintain functionality;
- (b) upload new products and e-learning content as required (refer also paragraph 3.5), Teaching, Learning and Assessment Resources, which covers any activity to develop, produce, review and update products and materials);
- (c) actively manage and review user access;
- (d) provide technical support and helpdesk services in accordance with established service level standards; and
- (e) maintain accurate and transparent statistical user analytics, to be provided in the AMEP Academy Quarterly and Annual Reports and upon the request of the Department.

- 3.7.7 In particular, the Supplier must provide helpdesk services for AMEP Service Providers, AMEP Teachers and other relevant practitioners and Department personnel in accessing the AMEP Virtual Hub. You must provide a helpdesk service during business hours (Eastern Standard Time) to provide technical support for users of the secure AMEP Virtual Hub website. The helpdesk service must be able to assist AMEP Virtual Hub users, either over the phone or online, with at a minimum of:
- (a) new access requests.
 - (b) technical issues relating to the use of the site.
 - (c) enquires about existing assessment tasks.
- 3.7.8 The Supplier must comply with Commonwealth ICT guidelines (refer paragraphs 3.20 and 3.23). The Supplier must provide a copy of its ICT policies to the Department, in accordance with the timeframes at paragraph 3.11.1.
- 3.7.9 The Supplier must outline the key Deliverables and Milestones for Knowledge Sharing Capabilities as part of AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and deliver the Knowledge Sharing Capabilities in accordance with the approved AMEP Academy Annual Plan.
- 3.7.10 The Supplier must report on the progress, delivery, usage statistics and outcomes of Knowledge Sharing Capabilities in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.
- 3.8 Expert Advice and Support**
- 3.8.1 The Supplier must provide expert advice and support to the Department on matters related to professional learning and teaching, and client learning in the AMEP, including:
- (a) the adult Teaching English to Speakers of Other Languages (TESOL) sector, especially for adult migrant learners;
 - (b) teacher qualifications and equivalents;
 - (c) national curriculum and accredited curricula; and
 - (d) standards for Registered Training Organisations (RTOs), or equivalent (state and national).
- 3.8.2 The expert advice and support to the Department provided by the Supplier must:
- (a) address the issues or questions posed;
 - (b) take account of all the relevant facts;
 - (c) be timely;
 - (d) reflect adequate consultation;
 - (e) include evidence of research conducted and analysis of findings; and
 - (f) include realistic, achievable recommendations.
- 3.8.3 The Supplier must provide a summary of the key advices provided to the Department in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.
- 3.8.4 The Supplier must manage the delivery of the annual AMEP Service Provider Conference. The conference is an annual, face to face event to foster information sharing and collaboration amongst AMEP Service Providers, provide a forum for the Department to deliver key messages, and encourage stronger linkages and engagement across settlement services within the Department and in the broader settlement sector. The AMEP Service Provider Conference is attended by:

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- (a) representatives from each AMEP Service Provider. AMEP Service Providers must send at least one (1) and if required two (2) Personnel. The AMEP Quality Assurance Provider is also required to attend;
- (b) the relevant Australian Government Minister for settlement services and senior Departmental staff are generally invited to attend; and
- (c) other Personnel, as agreed with the Department.

3.8.5 The AMEP Service Provider Conference is up to two days in length and the Supplier must:

- (a) develop, in consultation with the Department, a detailed project plan and timeline, including regular meetings with the Department;
- (b) determine, in consultation with the Department, the date, location, venue, and objective for the conference;
- (c) develop an indicative budget for the conference, outlining all potential expenses such as venue, facilitator, speakers (including travel), catering, and materials, for the Department's approval.

[The Supplier should note that the indicative budget must include Pass Through Costs (for example venue hire, catering, facilitation, Key Note speakers), to be determined in consultation with the Department. Reimbursement will be based on submission of approved invoices];

- (d) develop, in consultation with the Department, and manage delivery of, a program for the conference, ensuring that content aligns with the conference objectives, to be determined with the Department as part of the detailed project plan. The program must include, but not be limited to, details of the agenda, facilitator, keynote speakers, workshops and breakout sessions;
- (e) undertake, in consultation with the Department, promotion and communications activity with AMEP Service Providers in relation to the conference;
- (f) ensure any components, including for example conference presentations, are approved by the Department in its absolute discretion, prior to the conference;
- (g) manage, for the Department's approval, relevant contingent liability and indemnity matters;
- (h) manage registration and attendance details in the lead-up to and during the conference;
- (i) manage all logistics and operations, such as organising catering, materials and audio-visual equipment in the lead-up to, during and post the conference; and
- (j) undertake post-conference evaluation, including gathering feedback from participants to assess the impact of the conference and identify areas for improvement.

3.8.6 The Supplier must provide a detailed post-conference report to the Department, including a financial summary and conference lessons learnt and an executive summary about the conference in the AMEP Academy Annual Report.

3.9 Stakeholder relationships

3.9.1 In order to deliver the AMEP Academy activities, the Supplier warrants that it will work cooperatively with AMEP Service Providers.

3.9.2 As detailed in paragraph 1.1.6, a Third Party provider will be engaged by the Department to deliver the AMEP Quality Assurance services (HOMEAFFAIRS/2166/RFT).

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- 3.9.3 The Supplier must establish and maintain a productive strong working relationship with the Quality Assurance Supplier.
- 3.9.4 The Supplier must look to strengthen best practice, support continuous improvement and improve the quality of AMEP services through:
- (a) meeting at least once each quarter with the Department and the AMEP Quality Assurance Supplier to performance trends and systemic issues;
 - (b) ensuring that professional learning for AMEP Teachers and the development of Teaching, Learning and Assessment Resources is informed by quality assurance findings from the AMEP Quality Assurance Supplier and the Department;
 - (c) include the AMEP Quality Assurance Supplier in reviews of the Initial Assessment Kit; and
 - (d) include the AMEP Quality Assurance Supplier as an attendee for each annual AMEP Service Provider Conference.
- 3.9.5 The Supplier is also expected to establish and maintain relationships and develop effective communication channels and networks with relevant stakeholders, including but not limited to other Commonwealth agencies, Humanitarian and other settlement services providers and peak bodies, the Australian Skills Quality Authority (ASQA), the Victorian Registration and Qualifications Authority (VRQA), the Training Accreditation Council of Western Australia (TAC), and other relevant parties, such as institutions in the education sector.

3.10 Required Skills or Knowledge

- 3.10.1 The Supplier must be able to provide the AMEP Academy and related services.
- 3.10.2 Suppliers and Approved Sub-contractors must have experience and demonstrated knowledge across the broad majority of the below:
- (a) knowledge of the AMEP, its learning cohorts and their needs (or other adult EAL programs);
 - (b) understanding or experience of the VET and regulatory systems in which the AMEP operates;
 - (c) TESOL-qualified experts with demonstrated practice in the field, in particular in relation to the AMEP or other adult English language programs;
 - (d) expertise and experience in design and delivery of professional development programs in TESOL, EAL or affiliated field;
 - (e) curriculum expertise particularly in relation to the EAL Framework, TESOL, EAL learning or affiliated field;
 - (f) expertise and experience in the development of teaching and learning resources, including E-learning resources in the TESOL, EAL or affiliated field;
 - (g) experience in or access to expertise in e-learning instructional design particularly in relation to the development of online and interactive teaching and learning materials for adult EAL learning or related field;
 - (h) experience in the development and validation of assessment tasks;
 - (i) expertise in or access to expertise in digital user interface technology, including demonstrated capacity to host and manage Australian Government online platforms and resources, and provide user support; and
 - (j) research experience, and capacity to provide advice, develop proposals and undertake research projects using appropriate methodologies.
- 3.10.3 Knowledge or experience of working with Culturally and Linguistically Diverse (CALD) clients and vulnerable migrant cohorts is not required, but would be an advantage.

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3.10.4 The Supplier must ensure that sufficient numbers of appropriately qualified and experienced personnel are employed to deliver the requirements.

3.10.5 The Supplier should ensure that all Personnel and their family members are treated with respect regardless of their gender, lifestyle, interests, religious or cultural backgrounds or beliefs, and that equitable access to services is maintained in accordance with the Australian Public Service (APS) Code of Conduct and APS Values set out in the [Public Service Act 1999](#).

3.11 Deliverables

3.11.1 The Supplier must provide the following reporting deliverables according to the table below:

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Contract Transition-In Plan	3.28 of SOR	Draft including detailed Project Timeline	Tender response	Monthly reporting during the transition-in period in accordance with the Contract. Regular transition meetings with outgoing QA Supplier and the Department.
		Updated Draft	An updated version incorporating any changes requested by the Department within five (5) Business Days of the request, as part of contract negotiations	
		Final	within 5 days of the Execution Date	
Communications Plan	3.34 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Contract Communication Plan	
Indigenous Participation Plan	Paragraph 44 of Part 2 – RFT Terms and Conditions - Indigenous Procurement Policy	Final	Tender response	As requested by the Department
Risk Management and Fraud	3.32 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan,

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Control Plan and Risk Register		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Risk Management and Fraud Control Plan and Risk Register	or as requested by the Department
Business Continuity Plan	3.30 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Business Continuity Plan	
Human Resource Management Plan	3.33 of SOR	Draft	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Human Resource Management Plan	
Work Health and Safety Plan	3.31 of SOR	Draft	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Work Health and Safety Plan	
IT Policies, including Cyber Incident Response plan	3.7.8 and 3.20.5 of SOR	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Child Safety Plan	67.59 of the Draft Services Contract	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department
Indigenous Participation Plan Report	67.47 of the Draft Services Contract	Final	Annually and Quarterly	A written report to be submitted via the IPPRS at least once every quarter during the Contract Term. Written Reports, and evidence of compliance will be requested as part of the Annual Report.
<i>Workplace Gender Equality (WGE) Act 2012</i> letter of compliance	67.12 of the Draft Services Contract	Final	Within eighteen (18) months from the Full Service Delivery Commencement Date	Following the initial provision, an update annually as part of the Annual Report, or as requested by the Department.
Modern Slavery Risk Management Plan	67.38 of the Draft Services Contract	Final	Within one month of the Full Service Delivery Commencement Date	Within ten (10) Business days of a written request from the Department
Transition-Out Plan	3.29 of SOR	Draft	Within six (6) months of the Full Service Delivery Commencement Date	An update annually on the anniversary of the Full Service Delivery Commencement Date Monthly reporting during the transition-out period in accordance with the Contract Regular transition meetings with incoming QA Supplier and the Department
		Updated draft	An updated version incorporating any changes requested by the Department within 20 Business Days of the request	
		If a Termination Notice is issued under the Contract	Within one (1) month of the date on which notice is given	
		Final	Six (6) months before the End Date	
	3.2 of SOR	Draft	By 30 August 2025	The Supplier must engage with and work

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
AMEP Academy Annual Plan (Interim)		Final	A final version incorporating any changes requested by the Department within 15 Business Days following the provision of the draft Plan	with the Department to ensure the Department approves the Interim AMEP Academy Annual Plan.
AMEP Academy Annual Plan	3.2 of SOR	Draft	30 June each year following the Full Service Delivery Commencement Date	The Supplier must engage with and work with the Department to ensure the Department approves the AMEP Academy Annual Plan.
		Final	A final version incorporating any changes requested by the Department within 15 Business Days following the provision of the draft Plan	
AMEP Academy Quarterly Reports	3.14.1 of SOR	Final	Within one (1) month of the end of each Quarter, following the Full Service Delivery Commencement Date: Quarter end dates are: 31 March each year 30 September each year 31 December each year	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
AMEP Academy Annual Report	3.14.1 of SOR	Final	30 September 2026 and each year following the Full Service Delivery Commencement Date	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
CoP Minutes	3.3.4 of SOR	Final	With ten (10) business days of each individual CoP meeting.	As required
AMEP Teaching and Assessment National Working Group Minutes	3.5.2 of SOR	Final	With ten (10) business days of each individual ATB TWG meeting.	As required

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Research Reports	3.4.10 of SOR	Draft	Within the bespoke timeframe agreed with the Department for each Report	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
		Final	Within the bespoke timeframe agreed with the Department for each Report	
Initial Assessment Kit	3.5.2 of SOR	Draft	By 28 October 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the Initial Assessment Kit. An update annually with the delivery of the Annual Plan, or as requested by the Department
		Updated draft	An updated version incorporating any changes requested by the Department within fifteen (15) Business Days of the request	
		Final	Forty (40) Business Days before the Full Service Delivery Commencement Date	
		Maintain	As agree with the Department	The Supplier must review, from time to time or if requested by the Department, the IA Kit
Review of the AMEPOnline website platform	3.7.3 of SOR	Review Report	By 31 August 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the Review Report and Plan.
		Future service Design Report and Implementation Plan	By 30 October 2025	
		Implementation	At a date to be agreed with a the Department	
Review the AMEP Virtual Hub	3.7.3 of SOR	Review Report	Bu 14 August 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the Review documents and Plan.
		Future service Design Report and Implementation Plan	By 30 September 2025	

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Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
		Implementation	At a date to be agreed with the Department	
Incident report (includes WHS, Security, Notifiable Incidents)	13.1 and 66.3 of the Draft Services Contract	Final	Within three (3) Calendar Days of the incident occurring or as otherwise directed by the Department.	As required
Data Breach Notification and Assessment	27.3 of the Draft Services Contract	Final	Notify the Department within three (3) Business Days of becoming aware of an eligible data breach. Supplier to conduct its own assessment of whether the privacy breach is a notifiable data breach under section 26WH of the Privacy Act and provide the Department with a copy of their completed assessment within 24 hours of the assessment being completed.	As required
Supplier's audited annual financial statements	3.14.6 of SOR	Final	Within three (3) months after the end of each Financial Year, or as part of the Annual Report	The Supplier must engage with and work with the Department to ensure the Department accepts the Statements.
Indigenous Participation End of Term Report	67.47 and 67.48 of the Draft Services Contract	Final	Within five (5) Business Days after the end of the Contract Term.	Not applicable

3.12 Meetings

- 3.12.1 During the Term, the Supplier must participate in contract management and performance related meetings with the Department, as required and at times and locations notified by the Department, at least once every six (6) weeks. Most meetings will be held via telephone or online, however, there may be a requirement to attend meetings in person at the Department's nominated location during the Contract Term.
- 3.12.2 In advance of meetings, the Department will outline when and where they are to be held, and who is required to attend.
- 3.12.3 The Supplier must meet its own travel and accommodation costs associated with attendance at meetings with the Department, if required.

3.12.4 Unless otherwise directed, the Department is responsible for taking minutes of the meetings referenced in paragraph 3.12.1 and will distribute copies of the meeting minutes to the Supplier's nominated Personnel for review.

Other meetings

3.12.5 The Supplier must participate in regular AMEP Service Provider meetings, as directed by the Department. The Department will take minutes of all AMEP Service Provider meetings and will distribute the minutes to the Supplier.

3.12.6 During the Contract Term, the Supplier must meet with the Department as required, to review and discuss items such as reports, payments, disputes, security requirements, risk management and fraud control, compliance with WHS, non-compliances and relevant industry and technology developments.

3.12.7 In advance of meetings, where possible, the Department will outline when and where these other meetings are to be held, and who is required to attend.

3.12.8 Unless otherwise directed, the Department is responsible for taking minutes of any such other meetings and will distribute to the Supplier for review.

3.12.9 Each party will bear its own costs in respect of all meetings called and attending to the matters arising which require their action or attention.

3.13 Contract Relationship Management

3.13.1 The Supplier must:

- (a) implement and manage their internal governance arrangements to foster cooperation and a professional working relationship with the Department, the AMEP Academy Service Provider, other AMEP Service Providers, and other providers are necessary for the delivery of Services;
- (b) develop and implement their own governance arrangements for effective contract and relationship management to ensure Service delivery is accountable, consistent and in coordination with the Department; and
- (c) be responsive to requests from the Department, including changes in delivery to Services and requests for reporting.

3.13.2 The Supplier must ensure that the key positions nominated in the Human Resource Management Plan are occupied at all times to achieve a strong and effective partnership and facilitate effective Service delivery and contract management.

3.13.3 The Supplier must advise of changes to key resources within five (5) working days or the earlier of:

- (a) the change occurring; and
- (b) the Supplier becoming aware that changes will occur.

3.14 Contract Reporting Requirements

3.14.1 During the Contract Term and as part of the administrative process, the Supplier must comply with all contract reporting as specified in this Statement of Requirement (refer also paragraph 3.11.1 for timeframes). These reports at a minimum include:

- (a) AMEP Academy Quarterly Reports – unless otherwise agreed in writing by the Department, AMEP Academy Quarterly Reports must be submitted to the Department in accordance with the timeframes outlined in paragraph 3.11.1. AMEP Academy Quarterly Reports must report against the relevant elements of the AMEP Academy Annual Plan, show progression against KPIs, detail progress against the AMEP Academy Annual Plan and identify emerging issues or risks.

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- (b) AMEP Academy Annual Report – unless otherwise agreed in writing by the Department, AMEP Academy Annual Reports must be submitted in accordance with the timeframes outlined in paragraph 3.11.1. AMEP Academy Annual Report must:
 - i. report against the elements of the AMEP Academy Annual Plan.
 - ii. provide an update on progress and the outcomes of each of the AMEP Academy Programs, including:
 - 1. AMEP Professional Learning Program
 - 2. AMEP Research Program
 - 3. AMEP Teaching, Learning and Assessment Resources Program
 - 4. Communication and Promotions Program
 - iii. provide an update on the progress, delivery and outcomes of Knowledge Sharing Capabilities, including:
 - 1. ongoing hosting and management of the AMEPOnline website and app;
 - 2. ongoing hosting and management of the AMEP Virtual Hub website (future AMEP Academy website); and
 - 3. summary of statistical user analytics for each platform, including AMEPOnline website and app, and AMEP Virtual Hub.
 - iv. performance against AMEP Academy KPIs.
 - v. an overview of emerging issues.
 - vi. risks realised and mitigations.
 - vii. lessons learned and any suggested improvements to the delivery of the AMEP.
- 3.14.2 The Supplier must develop the reporting templates in consultation with the Department. The Department may require the Supplier to vary the templates from time to time.
- 3.14.3 During the Contract Term and as part of the administrative process, the Supplier may also be required to provide written reports on:
 - (a) progress of the Requirement;
 - (b) meeting KPIs;
 - (c) contact with Security Classified Material; and
 - (d) incidents (including but not limited to security and WHS).
- 3.14.4 Reports including, but not limited to the above, are to be provided on an as requested basis, at no additional cost to the Department.
- 3.14.5 The Supplier is required to maintain appropriate records (as defined in, and in accordance with, the Draft Services Contract) in respect of the information that is reported to the Department, and provide these records as and when requested by the Department.
- 3.14.6 The Supplier must provide copies of the Supplier's audited annual financial statements, within three (3) months after the end of each Financial Year, or as part of the Annual Report that have:
 - (a) been audited by an independent Qualified Auditor;
 - (b) contain an opinion from the Qualified Auditor as to whether payments made by the Department to the Supplier under the Contract have been used in the accordance with the obligations of the Draft Services Contract; and

- (c) comply with all reasonable requests and directions issued by, or on behalf of, the Department for Reports to be provided.

3.15 Performance Measurement

3.15.1 The KPIs represent a minimum performance standard that the Supplier is expected to meet and the Department expects that the Supplier will strive to deliver services above these standards.

3.15.2 The KPIs will form the basis for assessing performance. This may form part of any consideration of subsequent Contract extensions.

3.15.3 Failure to achieve a KPI is expected to trigger remedies against a Supplier as detailed in the Draft Services Contract (refer to clause 18.4 of the **Draft Services Contract at Attachment E**).

3.15.4 KPIs against which the Supplier will be measured are listed in the table below

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
<p>KPI 1. Effectiveness</p> <p>90 per cent of Milestones meet the conditions and requirements in the AMEP Academy Annual Plan.</p>	<p>Quarterly via the AMEP Academy Quarterly Report</p> <p>Yearly via the AMEP Academy Annual Report</p>	<p>The Supplier is required to include data for this KPI in the AMEP Academy's Quarterly and Annual Reports.</p>	<ul style="list-style-type: none"> • AMEP Academy Annual Plan to include Conditions and Requirements. • Of the total number of delivered Milestones for each AMEP Academy program, the proportion that are accepted by the Department as meeting the Conditions and Requirements set out in the AMEP Academy Annual Plan.
<p>KPI 2. Service Quality</p> <p>An increase of at least 5 per cent each year in the number of AMEP Teachers and Personnel participating in AMEP Academy activities and using resources.</p>	<p>Quarterly via the AMEP Academy Quarterly Report</p> <p>Yearly via the AMEP Academy Annual Report</p>	<p>The Supplier is required to include data for this KPI in the AMEP Academy's Quarterly and Annual Reports.</p>	<ul style="list-style-type: none"> • Numbers participating in professional learning sessions (workshops, seminars and conferences). • Numbers participating in CoPs. • ICT data on usage of professional learning materials. • Based on calculated change in these data sets over time.
<p>KPI 3. Timeliness</p> <p>95 per cent of Annual Key Milestones are completed in accordance with the timeframes outlined in the approved AMEP Academy Annual Plan - Annual Key Milestones Delivery Schedule for each AMEP Academy Program</p>	<p>Quarterly via the AMEP Academy Quarterly Report</p> <p>Yearly via the AMEP Academy Annual Report</p>	<p>The Supplier is required to include data for this KPI in the AMEP Academy's Quarterly and Annual Reports.</p>	<ul style="list-style-type: none"> • On-time completion percentage of milestones outlined in the AMEP Academy Annual Plan – Annual Key Milestones Delivery Schedule. • Based on the difference between the date an AMEP Academy Program milestone is due, and the completion date for the AMEP Academy Program milestone.

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
KPI 4. Satisfaction 80 per cent stakeholder satisfaction rate.	Yearly via the AMEP Academy Annual Report	The Supplier is required to include data for this KPI in the AMEP Academy Annual Report.	<ul style="list-style-type: none"> • Stakeholder satisfaction rates will be able to be calculated from data sets. • Stakeholder category A: AMEP Teachers and AMEP Service Providers. Key data sets include specific satisfaction views sought via regular surveys (feedback on: CoPs; Professional Learning Sessions; the annual AMEP Service Provider Conference, resources and AMEP Academy website). • Stakeholder category B: AMEP Clients. Key data set includes client feedback on AMEPOnline.

3.16 Additional Services

3.16.1 The Department may, from time to time during the Contract Term, require Additional Services (clauses 9.10 and 9.11 of the **Draft Services Contract at Attachment E**) which may include, but are not limited to:

- (a) additional quantities or frequency of Services;
- (b) additional training;
- (c) projects relating to the delivery of the Services; and
- (d) professional advice or consultation on topics related to the Requirement.

3.16.2 If the Department requires Additional Services, the Department may request the Supplier to prepare and submit to the Department a proposal for the provision of those Additional Services in the form notified by the Department. The Department may, in its absolute discretion, accept or reject any proposal submitted by the Supplier and the Department is not bound to any proposal unless and until the Contract is varied in accordance with clauses 9.10 and 9.11 of the **Draft Services Contract at Attachment E** to provide for the Additional Services.

3.16.3 The Supplier will not be entitled to charge or receive any reimbursement or payment for the cost of preparing any proposal relating to any request for Additional Services.

3.16.4 Where a variation is executed by the parties for the provision of Additional Services, then:

- (a) that variation forms part of the Contract;
- (b) the Supplier will provide the Additional Services specified in the variation;
- (c) the Department will pay any fees or charges to the Supplier in accordance with the payment schedule set out in the executed variation; and
- (d) according to any additional standards or KPIs specified in the variation; and
- (e) otherwise on the terms and conditions of the Draft Services Contract, except to the extent that the parties agree in writing that such terms and conditions do not apply.

3.16.5 The Additional Services process set out here in paragraph 3.16 does not in any way reduce or vary the Supplier's responsibility to provide the Services and perform its obligations set out in the Draft Services Contract.

3.17 AMEP Innovate

3.17.1 The Department may, from time to time, request the Supplier to prepare and submit to the Department a proposal for AMEP Innovate, in accordance with provisions for Additional Services at paragraph 3.16.

3.17.2 AMEP Innovate is a capped sub-program that provides additional funding to the Supplier to pilot initiatives and projects that look beyond current program delivery as they relate to the Services.

3.17.3 AMEP Innovate initiatives and projects aim to enhance Client English language, settlement and employment outcomes. For the Services, these may include, but are not limited to:

- (a) exploring new teaching or delivery methods;
- (b) making better use of technology; and
- (c) special programs with targeted tuition and learning outcomes.

3.17.4 The Supplier must deliver AMEP Innovate in accordance with clauses 9.10 to 9.15 [Additional Services] of the **Draft Services Contract at Attachment E**.

3.17.5 The Supplier acknowledges that when the Department requires the delivery of Services through AMEP Innovate, the Department may invite the Supplier to submit a proposal for which the Supplier seeks payment to implement an AMEP Innovate project.

3.17.6 Where the Department invites the Supplier to submit a proposal for AMEP Innovate, the Department will:

- (a) inform the Supplier;
- (b) specify:
 - (i) the form by which the proposal is to be submitted;
 - (ii) the timeframe for submission of a proposal;
 - (iii) the objectives/outcomes to be addressed by way of an AMEP Innovate project;
 - (iv) the timeframe for delivery of the AMEP Innovate project; and
 - (v) any other matters the Commonwealth considers may be relevant.

3.17.7 If the Supplier agrees to submit a proposal for an AMEP Innovate project, the proposal must clearly set out:

- (a) how the proposal meets the objectives/outcomes of the AMEP Innovate project;
- (b) how the Supplier will put the proposal into effect;
- (c) what metrics will be used to assess the effectiveness of the proposal, if implemented;
- (d) itemised costings for the proposal;
- (e) any other matters specified by the Department.

3.17.8 If the Department agrees to accept a proposal for an AMEP Innovate project, the Supplier will be issued with documents to formally vary the Contract in a form determined by the Department.

3.17.9 If requested by the Department, the Supplier must make available any resources developed as part of AMEP Innovate.

3.18 Planning and Program Implementation

3.18.1 The Supplier must perform the Services in an efficient, effective and comprehensive manner, in accordance with the following requirements:

- (a) must provide all relevant plans within the specified timeframes outlined in this Statement of Requirement;
- (b) must ensure all Plans include:
 - i. specific requirements where appropriate; and
 - ii. overarching management principles.

3.18.2 The Supplier must develop and review the following plans and documents in accordance with this Statement of Requirement (in accordance with the schedule set out in paragraph 3.11.1 - Deliverables) and comply with those plans and documents once they have been approved:

- (a) AMEP Academy Annual Plan,
- (b) Transition In Plan;
- (c) Transition Out Plan.
- (d) Business Continuity Plan;
- (e) Work Health and Safety Plan;
- (f) Risk Management and Fraud Control Plan; and
- (g) Human Resource Management Plan;
- (h) Indigenous Participation Plan;
- (i) Communications Plan;
- (j) Modern Slavery Risk Management Plan
- (k) Child Safety Plan; and
- (l) Cyber Security Incident Response Plan.

3.19 General administrative requirements

3.19.1 The Supplier must comply with all processing, administrative and general procedural requirements specified in this Statement of Requirement, and the Contract.

3.20 Security Requirements

3.20.1 The Supplier must protect all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability. The Supplier is required to achieve this by applying safeguards to ensure that:

- (a) only authorised Personnel access information through approved processes;
- (b) information is only used for its official purpose, retains content integrity, and is available to satisfy operational requirements; and
- (c) information is classified, labelled and stored in-line with Government requirements, including only storing data within Australia.

3.20.2 The Supplier must comply with, and must ensure that their subcontractors also comply with, the following security policies, standards and frameworks:

- (a) Australian Government Protective Security Policy Framework as amended from time to time, and currently located at [The Protective Security Policy Framework | Protective Security Policy Framework](#);
- (b) the Australian Signals Directorate (ASD) [Essential Eight Maturity Model](#) and [Strategies to Mitigate Cyber Security Incidents](#);

- (c) the [Privacy Act 1988](#) and, if applicable, the [Australian Border Force Act 2015](#); and
- (d) the security procedures, policies and requirements as notified by the Commonwealth from time to time.
- (e) The Supplier must also comply with ISO/IEC 27034 – Information Technology – Security Techniques – Application security when undertaking any systems development.

3.20.3 The Supplier must meet, and ensure that their subcontractors also meet, the following additional requirements:

- (a) the requirements in the [Information Security Manual](#);
- (b) any Cloud Supplier used to provide services should be assessed in compliance with the [Australian Cyber Security Centre Cloud Security Guidance](#);
- (c) AS/NZS 31000:2018 Risk Management - Guidelines, and Australian Standards HB 167:2066 Security Risk Management;
- (d) ISO/IEC 27001 – Information Technology – Security Techniques – Information Security Management Systems – Requirements; and
- (e) if applicable, the Hosting Certification Framework as amended from time to time, and currently located at [Hosting Certification Framework | Digital Transformation Agency \(dta.gov.au\)](#)

3.20.4 Unless advised otherwise by the Department, every Personnel must undertake any security checks, clearances or accreditations as required by the Department.

3.20.5 The Supplier must develop, implement and maintain a:

- (a) cyber security incident management policy;
- (b) Cyber Security Incident Response Plan;
- (c) cyber security incident register.

and provide to the Department as directed.

3.21 Licensing and Ownership of Intellectual Property

3.21.1 The Requirement is to be provided in compliance with clause 25 of the **Draft Services Contract at Attachment E**.

3.22 Compliance with other Commonwealth Policies

3.22.1 The Requirement is to be provided in compliance with the following:

Policy	Administered by	Issues to consider
Net Zero in Government Operations Strategy	Department of Finance	The Net Zero in Government Operations Strategy describes the approach for implementing the Australian Government's commitment to achieve net zero government operations by 2030. The Strategy supersedes the Energy Efficiency in Government Operations Policy. The Department must purchase office equipment and appliances which are energy star compliant.
Australian Industry Participation Plans in Commonwealth Government Procurement	Department of Industry Science and Resources	See details in the notes to the RFT Terms and Conditions, Part 2 – Terms and Conditions. The Supplier may be required to have an approved AIP Plan.
Australian Packaging Covenant	Australian Packaging Covenant Organisation	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.

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Policy	Administered by	Issues to consider
National Waste Policy	Department of Climate Change, the Environment, Energy and Water	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
Indigenous Procurement Policy	Department of Prime Minister and Cabinet	See Clause 44 of RFT terms and conditions . The Indigenous Procurement Policy took effect on 1 July 2015. It requires Commonwealth entities to award three per cent of Commonwealth contracts to Indigenous businesses by 2020, with interim targets applying each year from 2015-16. In addition, the Indigenous Procurement Policy requires that certain contracts be set aside for Indigenous businesses and that some other contracts include mandatory minimum Indigenous employment or supplier use requirements.
General Records Authority 40 – Outsourcing arrangements - custody of records	National Archives of Australia	General Records Authority 40 needs to be considered if the successful Supplier will be managing Commonwealth Records on behalf of the Department.
Australian Government Policy on Open Source Software	Digital Transformation Agency	For software procurements, Tenderers will be required to demonstrate a willingness to actively consider open source software.
Web Content Accessibility Guidelines version 2.2 (WCAG 2.2)	Digital Transformation Agency	This policy applies to procurements for web or web-related goods or services, including but not limited to: <ul style="list-style-type: none"> • web applications; • software as a service; • cloud solutions; • use of online social media services, tools or widgets; and • any situation where a good or a service, including the provision of government information, is provided through an online mechanism or rendered through web technologies. Consider including the clause below in the Statement of Work.
Digital Service Standard 2.0	Digital Transformation Agency	The successful supplier must meet the standards set by the Digital Service Standard. The Digital Service Standard establishes the requirements for designing and delivering digital government services. The Digital Service Standard puts people and business at the centre of government digital service delivery. It guides digital teams to create and maintain digital services that are user-friendly, inclusive, adaptable and measurable.
Digital Inclusion Standard	Digital Transformation Agency	The successful supplier must meet the standards set by the Digital Inclusion Standard. The Digital Inclusion Standard sets the requirements for inclusive and accessible digital government experiences.
Australian Government Information Security Manual (ISM)	Australian Signals Directorate (ASD)	ASD's ISM outlines a cyber security framework that an organisation can apply, using their risk management framework, to protect their information technology and operational technology systems, applications and data from cyber threats.

Policy	Administered by	Issues to consider
		<p>The successful supplier must consider the guidelines set by the ISM. The ISM recommends the use of Hypertext Transfer Protocol Secure (HTTPS) for web applications interactions.</p> <p>HTTPS is the Hypertext Transfer Protocol secured by Transport Layer Security (TLS) encryption. The use of HTTPS for web applications can assist in ensuring that interactions with web applications are confidential and that the integrity of such interactions are also maintained.</p> <p><i>Control: ISM-1552; Revision: 0; Updated: Oct-19; Applicability: All; Essential Eight: N/A</i></p> <p>All web application content is offered exclusively using HTTPS.</p>
Australia's Disability Strategy	Department of Social Services	<p>This is to assist Government agencies in meeting their obligations under the Disability Discrimination Act 1992. The purpose of the Strategy is to:</p> <ul style="list-style-type: none"> • provide national leadership towards greater inclusion of people with disability; • guide activity across all areas of public policy to be inclusive and responsive to people with disability; • drive mainstream services and systems to improve outcomes for people with disability; • engage, inform and involve the whole community in achieving a more inclusive society.
Commonwealth Supplier Code of Conduct	Department of Finance	<p>The Code requires all suppliers to conduct themselves with high standards of ethics such that they act with integrity and accountability.</p> <p>Suppliers must be able to demonstrate they have appropriate policies, frameworks, or similar, in place regarding ethics, governance and accountability to comply with these expectations.</p>

3.23 Web Content Accessibility Guidelines Version 2.2

- 3.23.1 Having regard to the Web Accessibility National Transition Strategy (NTS), the Australian Government is committed to improved web accessibility. The Web Accessibility NTS:
- (a) promotes improved web services, including but not limited to: websites, web content, and web applications used for the dissemination of information and the delivery of Government services and the design, development, maintenance or upgrade of these;
 - (b) details the key milestones, scope and implementation plan for the Department's transition of its online information and services, for conformance with the Web Content Accessibility Guidelines version 2.2, developed by the World Wide Web Consortium (W3C); and
 - (c) encourages a more accessible and usable web environment that engages with, and allows participation by, more people within our society.
- 3.23.2 Information regarding the Web Accessibility NTS and the implementation of WCAG 2.2, and policies relating to accessibility are available on the web accessibility website (<https://www.w3.org/WAI/standards-guidelines/wcag/>) and the Australian Government requirements for government websites <https://www.dta.gov.au/help-and-advice/digital-service-standard/digital-service-standard-criteria/9-make-it-accessible>.
- 3.23.3 The Requirement should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.2 (specifying Level A, AA or AAA), preferably through

the use of Sufficient Techniques (as that term is defined in the WCAG 2.2 quick reference (How to Meet WCAG (Quickref Reference) (w3.org))).

3.24 Records Management

3.24.1 Without limiting or reducing the Supplier's obligations under the Contract, the Suppliers must:

- (a) create, maintain, store securely and transfer records to the Department in accordance with the *Archives Act 1983 (Cth)* and the Australian and International Standard for Records Management, AS ISO 15489;
- (b) ensure privacy is maintained in accordance with the Privacy Act 1988 and the Australian Privacy Principles;
- (c) comply with any applicable obligations concerning records as required by the *Work Health and Safety Regulations 2011 (Cth)*;
- (d) produce timely, legible, accurate and comprehensive records of all services, in the format required by the Department;
- (e) transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department;
- (f) transfer the custody of any soft copy Commonwealth Records that are compatible with the Department's records management system to the Department within agreed timeframes acceptable to the Department;
- (g) ensure all hard copy Commonwealth Records are transferred into soft copies that are compatible with the Department's records management system and provided to the Department when requested;
- (h) ensure records are safeguarded from unauthorised access or use;
- (i) ensure all hand written records are transferred into an electronic record in the Supplier's relevant information technology system(s), in a format that can be transferred to the Department;
- (j) ensure all electronic records have been effectively backed up on a daily basis;
- (k) ensure that no data, record or report is inappropriately accessed, removed, lost, corrupted or misplaced; and
- (l) as instructed by the Department, ensure the transfer of records to the Department or any incoming supplier, either:
 - (i) at the end of the Contract Term, if the Supplier is not successful in retaining the delivery of services under a future contract; or
 - (ii) upon the **Draft Services Contract (Attachment E)** being terminated before the end of the Contract Term,

with the Supplier to bear any associated costs.

3.24.2 The Department may also, from time to time, engage an independent auditor to conduct targeted compliance activities such as reviews, investigations and audits. The Supplier must facilitate access to all facilities, records and data to support compliance and audit activities.

3.25 Access to Records

3.25.1 The Supplier must assist the Commonwealth in respect of the Commonwealth's obligations under the [Freedom of Information Act 1982](#).

3.25.2 Where the Department receives a request for access to a document created by, or in the possession of, the Supplier (or any Subcontractor) that relates to the performance of the **Draft Services Contract (Attachment E)**, the Department may at any time require the Supplier to provide the document to the Department, and the Supplier must, at no additional cost to the Department, promptly comply with the notice.

- 3.25.3 The Supplier must allow a Client to access information in the Supplier's possession:
- (a) which relates to that Client, including documents signed by, or provided by, the Client;
 - (b) only upon:
 - (i) receipt of evidence of the Client's identity; and
 - (ii) the Supplier making a file note on the Client's File.

- 3.25.4 The Supplier must not provide access to information that falls within one (1) of the following categories:
- (a) information about another person;
 - (b) medical (including psychiatric and psychological) records (other than records actually supplied by the person to whom access is being provided); and
 - (c) information provided by other Third Parties.

3.26 Compliance with Industry Codes or Guidelines

- 3.26.1 The Requirement is to be provided in compliance with the following:
- (a) adhering to the VET Quality Framework and complying with all its components; and
 - (b) adhering to the requirements of the EAL Framework curriculum.

3.27 Business Quality Assurance

- 3.27.1 The Supplier must, at a minimum, have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.
- 3.27.2 The Supplier must provide, with their Response, any supporting documentary evidence such as their quality assurance certificate, manual and/or procedures.

3.28 Transition-In Plan

Note to Tenderers:

Potential Tenderers should note, as advised in the RFT Terms and Conditions Part 1 – Provision of services under any other AMEP Program Contract permitted? - that AMEP Quality Assurance services and the AMEP Academy can be delivered by the same successful Supplier. In this instance, details of governance arrangements and mitigation strategies that the Supplier will put in place to address issues such as conflict of interest, blurred lines of accountability, appropriate resource allocation, transparency, and trust and credibility issues from stakeholders, to ensure a clear organisational separation of duties, are also required to be included in the Transition In Plan.

The Transition In Period is the period from the Commencement Date until Transition In is accepted (Transition In Period).

- 3.28.1 The Supplier is required to provide with its Tender, a draft Transition In Plan (in accordance with paragraph 3.28.2).
- 3.28.2 The draft Transition In Plan must, at a minimum, describe all the tasks and activities required to ensure that the Supplier can effectively perform during the partial Delivery date period 1 July 2025 to 31 December 2025, and commence full Service delivery by 1 January 2026 (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement):
- (a) details of how the Supplier will establish capacity to deliver the Services;

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- (b) a Personnel transition-in strategy, including details of how the Supplier will engage and retain sufficient adequately skilled, experienced, qualified, cleared and authorised Personnel to perform the Services;
 - (c) details of the training that will be delivered to Personnel during the transition-in period, including in the use of the Supplier's and the Department's AMEP-related policies, procedures and ICT systems;
 - (d) the proposed transition-in team, including names, roles, experience and percentage of their time allocated to transition-in and the intended dates of their commencement and withdrawal from the transition-in process;
 - (e) timing proposed for transition-in implementation, including a separate detailed Transition-In Project Timeline, setting out each task and activity required to perform all the Services;
 - (f) any proposed subcontracting arrangements;
 - (g) details of the Supplier's proposed ICT arrangements, including information technology system/s and use of, and how the Supplier will meet the Digital Service Standards;
 - (h) records and information management, in accordance with applicable privacy and records management requirements;
 - (i) details of how the Supplier will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Contract (including applicable security governance, information security, personnel security and physical security);
 - (j) asset management (including ICT resources);
 - (k) communications and stakeholder engagement to support delivery of the Services;
 - (l) milestones for the approval by the Department of all plans and documents required in accordance with the Contract;
 - (m) milestones required to be met for achievement of transition-in of the Services;
 - (n) details of the acceptance criteria for each of the milestones;
 - (o) details of the responsibilities of the parties during the transition-in period;
 - (p) details of how the Supplier will establish robust managerial and administrative governance arrangements to deliver the Services, in order to comply with this Statement of Requirement;
 - (q) details of governance arrangements and mitigation strategies that the Supplier will put in place to address issues such as conflict of interest, blurred lines of accountability, appropriate resource allocation, transparency, and trust and credibility issues from stakeholders, to ensure a clear organisational separation of duties should they be the Supplier to deliver both AMEP Quality Assurance Services and AMEP Academy Services;
 - (r) details of any assumptions the Supplier's Transition-In Plan is based on; and
 - (s) details of key risks identified that could significantly limit the Supplier's ability to complete Transition-In on schedule, together with information about mitigation strategies to address each risk.
- 3.28.3 The Supplier must provide their Transition In Plan in accordance with the timeframe set out at paragraph 3.11.1.
- 3.28.4 The Supplier will be required to participate in regular teleconferences or online meetings, as directed by the Department, throughout the Transition In Period, to report on activities and milestones detailed in the Transition In Plan and project timeline.
- 3.28.5 The Supplier must notify the Department when all activities and requirements in their Approved final Transition In Plan have been completed.

3.28.6 The Department will issue the Supplier with a Certificate of Acceptance when the Department is satisfied that the Supplier:

- (a) has completed the requirements of their Approved final Transition In Plan(s); and
- (b) has submitted all plans, documents and other Deliverables that are due within the transition in period, to the acceptable required standard, as detailed in paragraph 3.11.1.

3.29 Contract Transition-out

3.29.1 The Supplier must provide the Department with a Transition Out Plan, including a proposed and detailed timetable for implementation, for approval by the Department, in accordance with the timeframes set out at paragraph 3.11.1.

3.29.2 The Transition Out Plan must detail tasks and activities that will be undertaken to disengage from the Services upon expiry or termination of the Contract by the end of the Contract Term, or such other date agreed by the Department.

3.29.3 The Transition Out Plan must, at a minimum, include:

- (a) how the Supplier will effectively and efficiently disengage from the Services upon expiry or termination of the Draft Services Contract by the end of the Contract Term, or such other date agreed by the Department;
- (b) detail all the tasks and activities that will be undertaken to disengage, including:
 - (i) assets and learning resources (both digital and physical) used for the delivery of AMEP Quality Assurance services;
 - (ii) a comprehensive Personnel transition out strategy, including details of how the Supplier will disengage Personnel performing the Services;
 - (iii) the support that will be delivered to Personnel during the transition out period, including suitable notice periods and career paths;
 - (iv) how the Supplier will ensure continuity of the Services;
 - (v) the proposed transition out team, including names, roles, experience and percentage of their time allocated to transition out and the intended dates of their commencement and withdrawal from the transition in process;
 - (vi) timing proposed for transition out implementation, including a separate detailed Transition Out Project Timeline, setting out each task and activity required to perform all the Services;
 - (vii) transition out of any subcontracting arrangements;
 - (viii) Records and information management, in accordance with the [Privacy Act 1988](#) (Privacy Act) and the [Archives Act 1983 \(Cth\)](#) and all other relevant laws, Departmental and records management requirements
 - (ix) Records and information management, including strategies and processes for the collection and secure transfer of data and Client Files and other Commonwealth Material, to the Department or to a new Information Management System;
 - (x) how the Supplier will maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Contract (including applicable security governance, information security, personnel security and physical security);
 - (xi) communications and stakeholder engagement to maintain delivery of the Services;

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- (xii) milestones required to be met for achievement of transition out of the Services; the responsibilities of the parties during the transition out period;
 - (xiii) how the Supplier will establish robust managerial and administrative governance arrangements to maintain delivery of the Services during transition out, in order to comply with this Statement of Requirement
 - (xiv) any assumptions the Supplier's Transition Out Plan is based on;
 - (xv) key risks identified that could significantly limit the Supplier's ability to complete Transition out on schedule, together with information about mitigation strategies to address each risk; and
 - (xvi) financial records and acquittals.
- (c) details which describe:
- (i) the Supplier's ability to work collaboratively with the Department and a new contractor if there is a transfer of Services, ensuring service continuity;
 - (ii) how the Supplier will ensure that any Services to be provided under the Draft Services Contract will continue to be provided in accordance with the Draft Services Contract, or are appropriately transferred to the Department, or a new contractor (as required by the Department);
 - (iii) how the Supplier will ensure accurate and current AMEP information regarding transition out activities, changes and impacts;
 - (iv) how the Supplier will meet all other transition out requirements as notified by the Department;
 - (v) appropriate milestones for accepting of, and timeframes for performing, the Contract transition out Services;
 - (vi) the Supplier's responsibilities during the transition out period;
 - (vii) how the Supplier will work collaboratively with the Department and incoming Suppliers;
 - (viii) how the Supplier will ensure all Services are effectively and efficiently completed in accordance with the **Draft Services Contract at Attachment E**;
 - (ix) how the Supplier will manage subcontracting arrangements;
 - (x) how the Supplier will establish and maintain appropriate security processes and practices to protect and transfer Commonwealth information, including applicable privacy and records management requirements;
 - (xi) how the Supplier will manage financial records and acquittals;
 - (xii) how the Supplier will manage Personnel communication and arrangements; and
 - (xiii) how the Supplier will meet all other transition out requirements as notified by the Department

3.29.4 The Supplier will be required to participate in regular teleconferences, as directed by the Department, throughout the transition out period, to report on activities and milestones detailed in the Transition Out Plan and Project Timeline.

3.29.5 The Supplier must notify the Department when all activities and requirements in its approved final Transition Out Plan have been completed.

3.29.6 The Transition Out Plan must include

- (a) appropriate milestones for the accepting of, and timeframes for performing, all transition out activities; and
- (b) the Supplier's responsibilities during the transition out period.

3.30 Business Continuity

3.30.1 The Supplier must deliver a Business Continuity Plan (BCP) in accordance with the timeframe set out in paragraph 3.11.1 and in line with International Standard 22301 Security and Resilience - Business continuity management systems — requirements 2019 (ISO 22301:2019), Australian/New Zealand Standard 5050 (Int): 2020 (AS/NZS 5050:2020) and the Business Continuity Institute Good Practice Guidelines 2018 (BCI GPG) to:

- (a) ensure continuity of Services provided to the Department; and
- (b) support resumption of the Department's business operations in regard to establishing services (including the Services).

3.30.2 The Business Continuity Plan should address the following:

- (a) describe the strategies and actions to ensure continuity of the goods and services when normal operations are disrupted or circumstances exist that may threaten the operation of the goods and services;
- (b) be consistent with and reflect the approved Risk Management and Fraud Control Plan;
- (c) include criteria for identifying and managing business continuity risks, including descriptions of likelihood and consequence criteria, and appropriate risk management criteria;
- (d) describe how business continuity issues will be reported internally and to the Department; and
- (e) describe the threshold for escalation and management of business continuity issues.

3.31 Work Health and Safety Plan

3.31.1 The Supplier must provide the Department with a Work Health and Safety (WHS) Plan for approval in accordance with the timeframe set out at paragraph 3.11.1.

3.31.2 The WHS Plan should, at a minimum, address the following:

- (a) describe how the Supplier will comply with its WHS duties and obligations under the Contract and applicable legislation and any current industry standards and practice, including the [Work Health and Safety Act 2011 \(Cth\)](#) and the [Work Health and Safety Regulations 2011 \(Cth\)](#);
- (b) eliminate risks to health and safety so far as reasonably practicable, and, if it is not reasonably practicable to eliminate risks to health and safety, then to minimise those risks so far as reasonably practicable applying the hierarchy of controls specified in the [Work Health and Safety Regulations 2011 \(Cth\)](#);
- (c) consult, cooperate and coordinate on activities and management of risks;
- (d) incident management and response
- (e) be consistent with AS/NZS ISO 45001:2018 – Occupational Health and Safety Management Systems; and
- (f) include policies and procedures relating to:
 - i. hazard control and risk management;
 - ii. infection control, where appropriate;
 - iii. occupational hygiene;
 - iv. physical and psychosocial safety and security of persons working at a facility;

- v. WHS training and induction requirements for Personnel working onsite at a facility;
- vi. emergency and disaster management procedures in the event of cyclones and bushfires where relevant to risk;
- vii. consultation;
- viii. incident notification; and
- ix. Personnel support including Post-Incident Management and debrief activities.

3.31.3 The Supplier must

- (a) regularly review and update the WHS Plan throughout the term of the Contract to ensure it remains appropriate and current at all times, and submit any updated plan to the Department for approval; and
- (b) comply with the WHS Plan.

3.32 Risk Management and Fraud Control Plan

3.32.1 The Supplier must provide and manage the Risk Management and Fraud Control Plan in order to manage risks effectively, and take a systematic and stringent approach to the prevention and detection of fraud to achieve outcomes

3.32.2 Effective risk management requires the Supplier and the Department to understand the nature of the risks and to systematically identify, assess, treat, monitor and review those risks. The Supplier must ensure that risk and fraud identification, assessment, and prevention are embedded into processes at all levels.

3.32.3 The Supplier is required to provide the Department with a Risk Management and Fraud Control Plan for approval in accordance with paragraph 3.11.1.

3.32.4 The Risk Management and Fraud Control Plan must be consistent with the Department's Risk Management strategies and the Commonwealth Fraud Control Guidelines, and must, at a minimum, describe:

- (a) how the Supplier will identify, seek to prevent and manage risks in relation to the services
- (b) the level of conformance to recognised standards for risk management (AS ISO 31000:2018);
- (c) criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria;
- (d) how risks will be categorised and appropriate risk treatment strategies applied;
- (e) how risks will be reported internally and to the Department;
- (f) the thresholds for escalation and management of risks;
- (g) how the Supplier will identify, prevent and manage risk of fraud in the performance of the services; and
- (h) how any instances of fraud or suspected fraud will be reported internally and to the Department.

3.32.5 The Supplier must:

- (a) incorporate or otherwise address any comments or feedback on the Risk Management and Fraud Control Plan;
- (b) comply with and implement the approved Risk Management and Fraud Control Plan during the term of the Contract;

- (c) perform its obligations under the Contract in a manner that facilitates identification, control, management and mitigation of the risks in connection with the Contract, whether or not a risk is identified in the approved Risk Management and Fraud Control Plan;
- (d) provide the Department with information and documents in relation to the Risk Management and Fraud Control Plan promptly on request by the Department;
- (e) promptly report to the Department on the status of the Risk Management and Fraud Control Plan, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Risk Management and Fraud Control Plan throughout the term of the Contract as and when necessary, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

3.33 Human Resource Management Plan

3.33.1 The Supplier must provide the Department with a Human Resource Management Plan for approval, in accordance with the timeframe set out in paragraph 3.11.1.

3.33.2 The Human Resource Management Plan must, at a minimum:

- (a) include induction and ongoing training programs for Personnel that is sufficiently tailored for the different roles and responsibilities;
- (b) comply with the requirements of the Draft Services Contract, including this Statement of Requirement and all Contract standards, including the *APS Code of Conduct*;
- (c) describe the Supplier's attraction and retention strategy and how it will ensure it has sufficient Personnel with appropriate skills and qualifications to deliver the Services;
- (d) identify specific Personnel for key positions nominated by the Supplier, including specified Personnel and detail the specified Personnel minimum qualifications and experience for said key positions;
- (e) include strategies to ensure Personnel meet ongoing qualification, registration and training requirements for different roles; and
- (f) detail the strategy for management and development of Personnel skills.

3.33.3 The Supplier must ensure that the key positions are occupied at all times

3.33.4 The Supplier must advise of changes to key positions within five (5) working days of the earlier of:

- (a) the change occurring; and
- (b) the Supplier becoming aware that changes will occur.

3.34 Contract Communications Plan

3.34.1 The Supplier must develop a Communications Plan that sets out a framework for how communications and reporting requirements in relation to the provision of the Services will be managed by the Supplier, including the notification, management and closure of issues and complaints, in accordance with the timeframe set out in paragraph 3.11.1.

3.34.2 The Communications Plan must, at a minimum:

- (a) set out the standards and qualities the Supplier expects of Personnel when interacting and dealing with the Department and AMEP Service Providers;
- (b) outline how the Supplier will implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Suppliers;

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- (c) outline how the Supplier will be responsive to requests from the Department;
- (d) describe how general business enquiries will be managed; and
- (e) detail the notification and escalation, management, closure and reporting requirements in relation to issues and complaints, including the relevant notification criteria and relevant procedures and timeframes to be adhered to.



Adult Migrant English Program (AMEP) Impact Evaluation Project

Research Paper A: Profile of AMEP clients 2003-2019 (2022)

Executive Summary

- The Adult Migrant English Program (AMEP) is the longest running program of its kind in Australia. It is designed to help new migrants and humanitarian entrants who have less than vocational English to learn or improve their English skills to facilitate their better social and economic participation in Australian society.
- The AMEP was established in 1948 to assist refugees from post- World War II Europe to settle in Australia. Australia's migrant population profile has become more diverse since then, as has the delivery and content of AMEP, but the overarching goals remain the same.
- The AMEP Impact Evaluation Project seeks to better understand the broader societal impact of AMEP on migrant outcomes, beyond improvements in English proficiency. The findings of the project will be used by the Department of Home Affairs to enhance the quality and effectiveness of the AMEP to support increased learner engagement and improve migrant outcomes.
- About 403,000 persons were enrolled in the AMEP over the reference period from 1 July 2003 to 30 June 2019.
- Female clients represented 65% of all AMEP participants, with male clients representing the remaining 35%.
- 97% of AMEP clients were aged between 18 and 65 years of age. 77% of female clients were aged under 45 years, compared with 72% of male clients.
- Visa type differed by gender. For female AMEP clients, 63% were on a Family visa, 21% Humanitarian visa and 16% Skilled Migration visa. For males 42% were on a Family visa, 44% Humanitarian visa and 14% Skilled Migration visa.
- 90% of clients who exited the AMEP spent three years or less enrolled in AMEP.
- During the reference period, on average, each client received 332 tuition hours within AMEP (equal to about 66 days, or 17 weeks, full-time). Consistent with the design of the AMEP, clients with Humanitarian visas received the highest amount of tuition (414 hours - equal to about 83 days, or 21 weeks, full-time) and clients with Skilled Migration visas received lowest amount (286 hours - equal to about 57 days, or 14 weeks, full-time).
- The level of English proficiency of AMEP clients was higher upon AMEP exit than at program entry. While this paper does not account for other influences on AMEP clients' English proficiency, the encouraging observation of improved English proficiency for AMEP clients suggests the program meets its primary purpose.

Introduction

The Adult Migrant English Program (AMEP) Impact Evaluation Project helps the Australian Government to better understand the drivers of AMEP participation, and the broader impacts participation have on employment and welfare outcomes for migrants. It consists of topical papers that utilise the broad ranging government information held within the Australian Bureau of Statistics' (ABS) Multi-Agency Data Integration Project (MADIP).

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The AMEP Impact Evaluation Project began as a collaborative research initiative between the Department of Education, Skills and Employment (DESE) and the Australian Research Council Centre of Excellence for Children and Families Over the Life Course (the Life Course Centre) in July 2019. Jurisdiction over the AMEP subsequently moved from DESE to the Department of Home Affairs (the Department), making the Department custodians of the AMEP data and the key stakeholder in the AMEP Impact Evaluation Project.

During the reference period, the general AMEP scheme had several changes to limits on enrolment and completion timeframes. In April 2021, changes to the *Immigration (Education) Act 1971* removed the 510-hour limit on free English tuition, extended eligibility from functional to vocational English and removed time limits for enrolling, commencing and completing English tuition for eligible visa holders. This paper uses AMEP client data, and eligibility requirements for the reference period 1 July 2003 to 30 June 2019 to describe the profile of AMEP clients, and hence does not reflect the changes to the *Immigration (Education) Act 1971*, implemented from 2021 onwards.

This research paper has been co-funded by the Australian Government in partnership with the Life Course Centre.

Aim of the paper

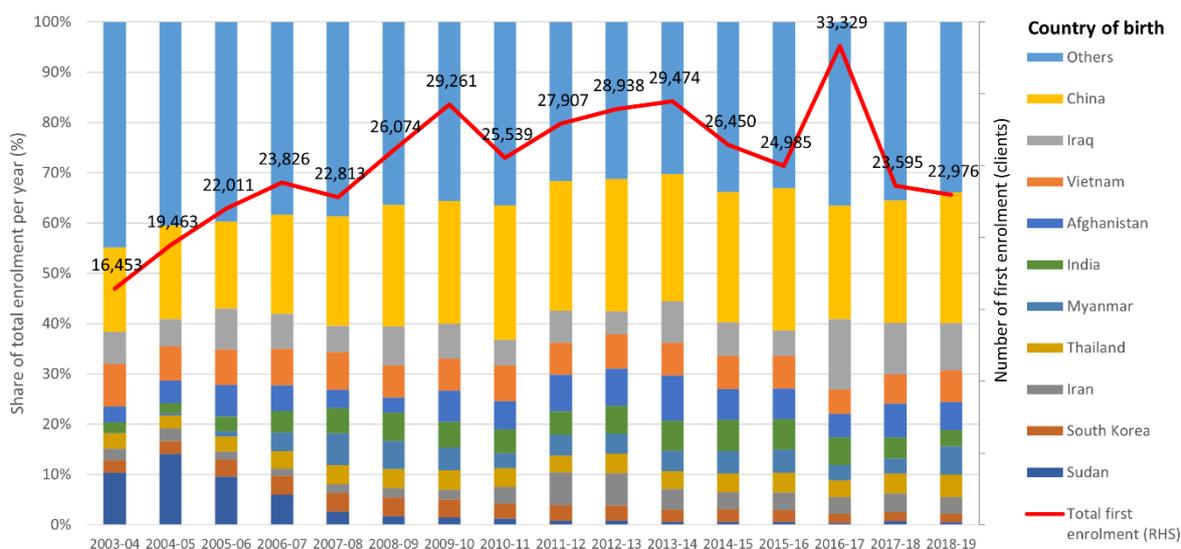
The aim of this paper is to investigate who participates in the AMEP.

Results

Information displayed in this paper is derived from the Department of Home Affairs AMEP client dataset submitted into the MADIP for all AMEP clients enrolled from 1 July 2003 to 30 June 2019. There were 403,000 AMEP participants represented in this dataset. Results are presented in financial year rather than calendar year, as this aligns with the Department's reporting around program budgets and the reporting for other MADIP datasets that support this analysis.

On average, across the reference period 2003/04 – 2018/19 approximately 25,000 migrants were enrolled in AMEP per year as new clients (see Figure 1), for a total of around 403,000 persons. Some descriptive figures are provided below to describe key aspects of this large and varied group of migrants, including enrolment profile across time by country of origin, gender, age group, visa type, hours of tuition and more.

Figure 1: AMEP new client enrolment numbers by country of birth and financial year



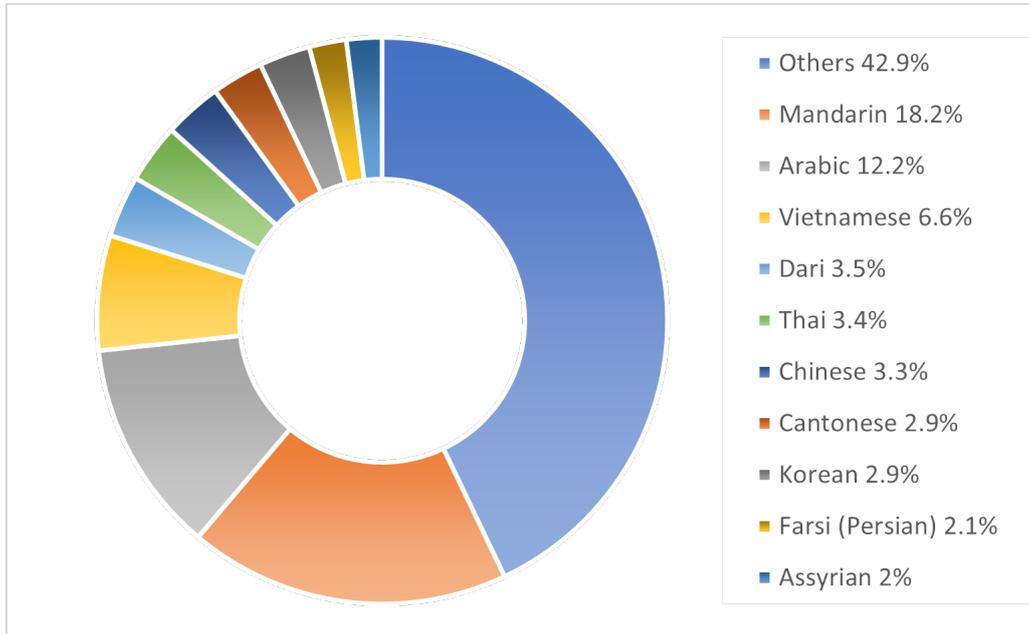
Note: Figures are calculated from the full sample of all AMEP clients provided by the Department of Home Affairs.

Figure 1 represents the number of new clients enrolled at AMEP during the period 2003/04 – 2018/19, showing that the number of new enrolments was gently increasing up to 2013/14, before fluctuating significantly thereafter. However, there were still almost 23,000 new AMEP participants in 2018/19. Over the reference period, the top 10

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countries of birth for AMEP clients were China, Iraq, Vietnam, Afghanistan, India, Myanmar, Thailand, Iran, South Korea and Sudan. Clients from these 10 countries represent about two thirds of all clients participating in AMEP during the same period.

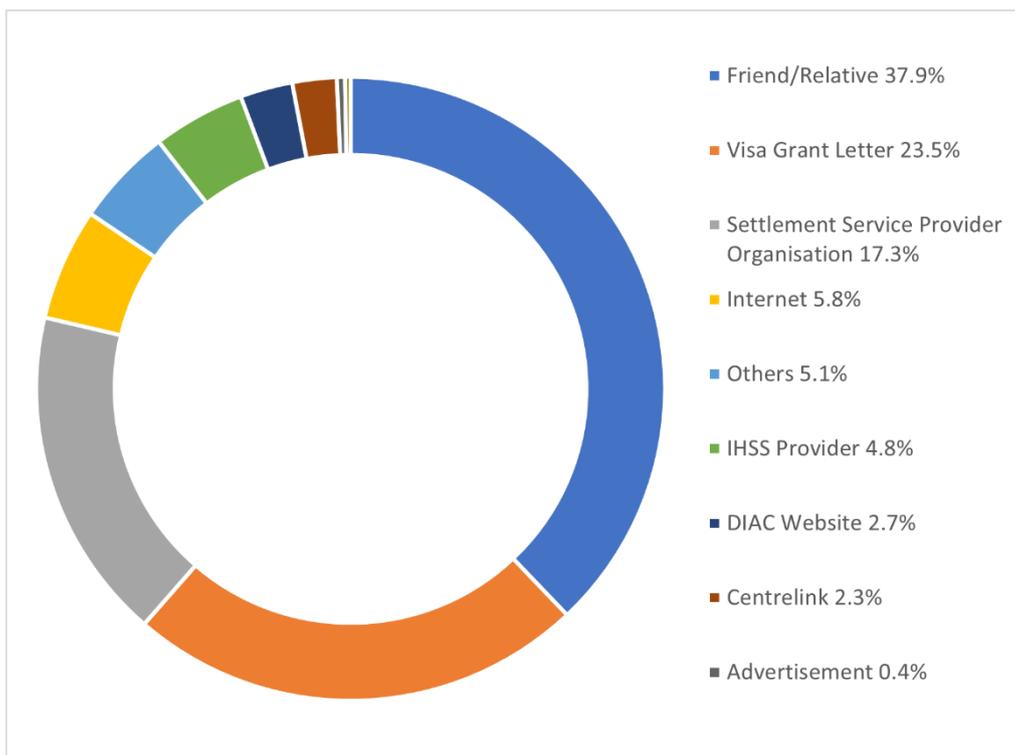
Figure 2: Client language spoken at home at time of registration with AMEP



Note: Figures (in percentages) are calculated from the full sample of all AMEP clients provided by the Department of Home Affairs. Client language spoken at home is self-reported.

Consistent with the country of birth profile of AMEP clients, Figure 2 indicates that, at registration time, the most common languages other than English that AMEP clients spoke at home were Mandarin, Arabic, Vietnamese, Dari, Thai, Chinese, Cantonese, Korean, Assyrian and Farsi (figures in percentages).

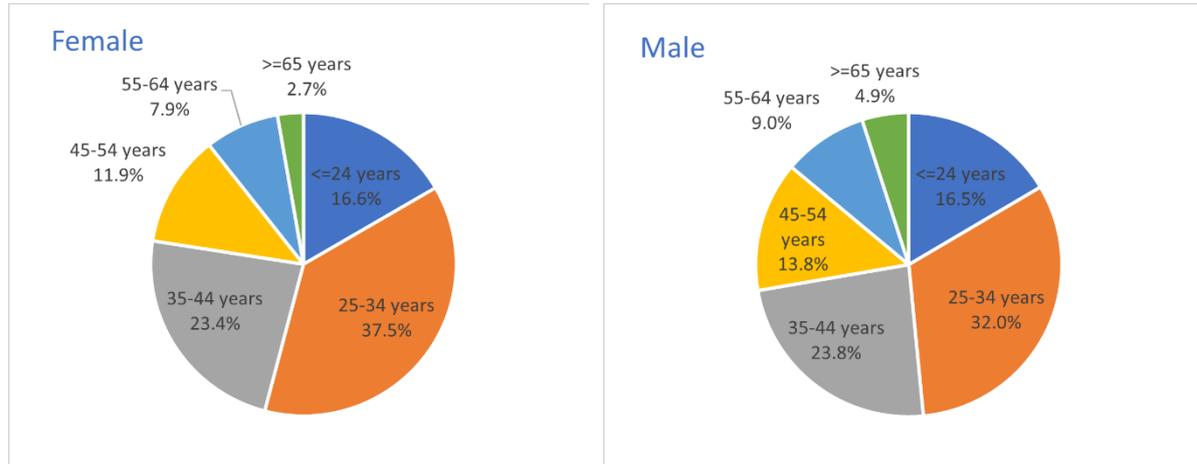
Figure 3: Where did client first hear about AMEP?



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Figure 3 suggests that, for new clients, the most common source of initial information about AMEP is from friends or relatives (representing 37.9% of all sources), followed by the Visa Grant Letter (23.5%) and settlement service provider organisations (17.3%).

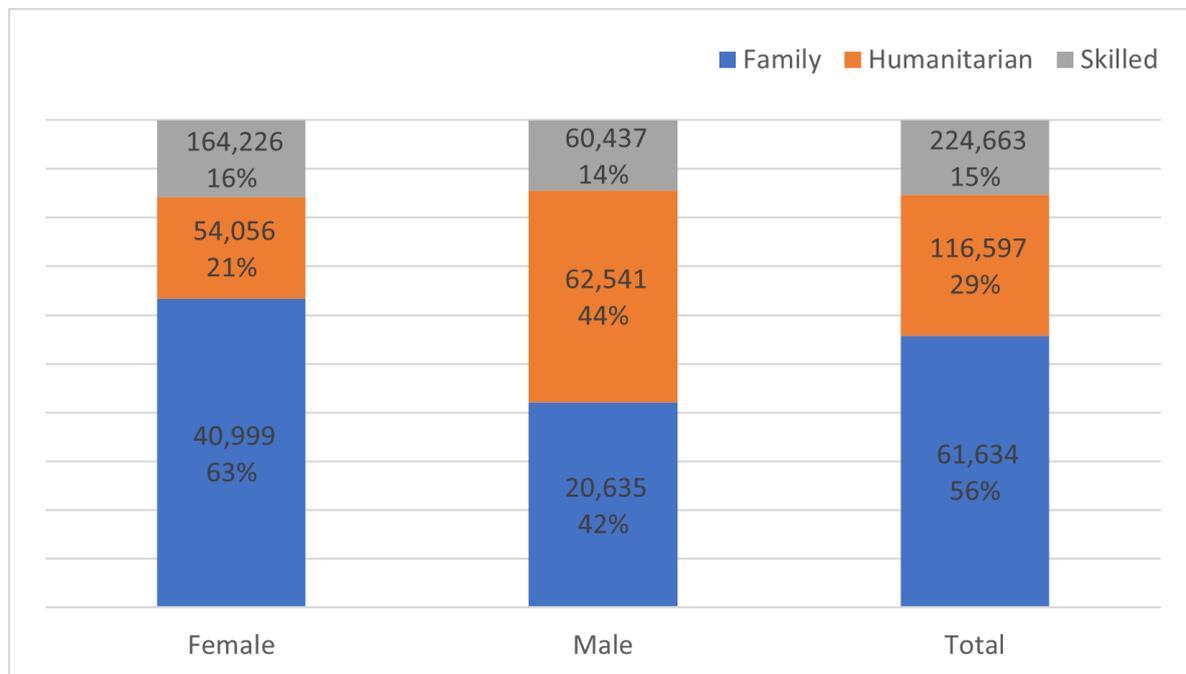
Figure 4: Client age group at time of AMEP registration



Note: Figures (in percentages) are calculated from the full sample of all AMEP clients provided by the Department of Home Affairs.

Figure 4 indicates that almost all (97%) clients first enrolled in AMEP when they were at working ages (i.e., between 18 and 65 years of age). Female clients, who represent 65% of all AMEP clients, have a slightly younger age-profile than male clients.

Figure 5: Visa migration category of AMEP clients

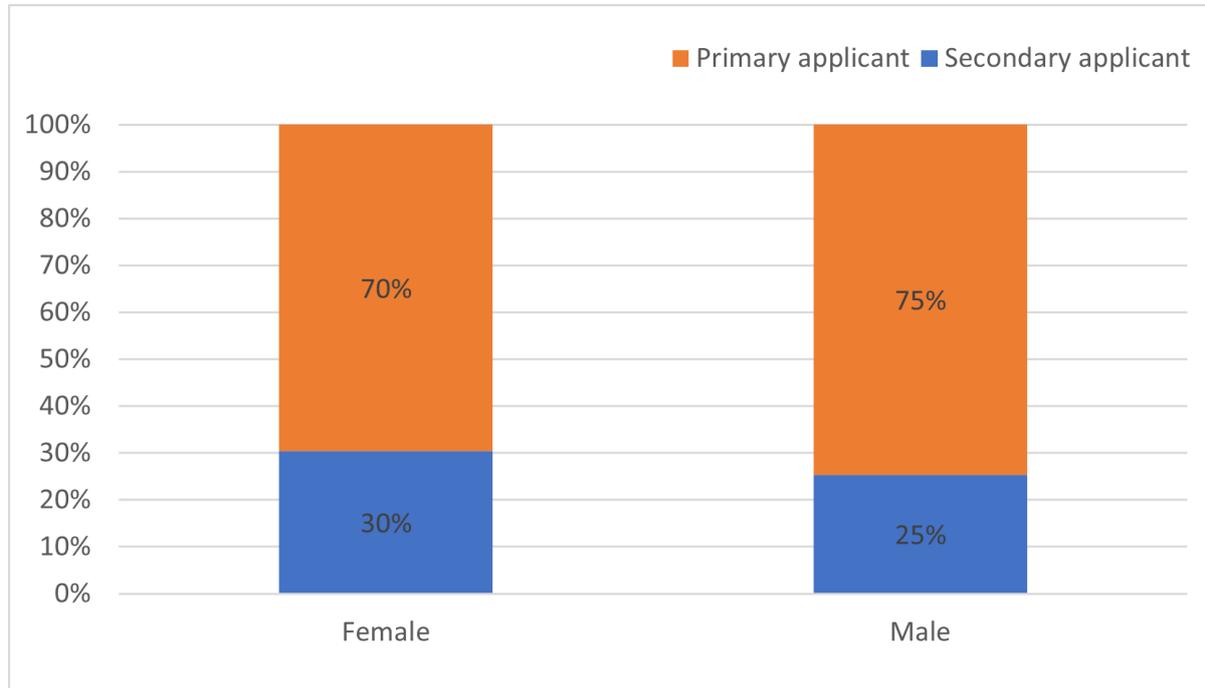


Note: Figures (the top figure indicates the number of clients, and the bottom number shows percentages) are calculated from the full sample of all AMEP clients provided by the Department of Home Affairs.

Figure 5 shows that while the largest share of female clients (63%) held a Family type visa, Humanitarian visas were the most common type for male clients (44%). In addition, consistent with the design of skilled migration policies, which require skilled migrants to have a certain level of English proficiency, only about 15% of all AMEP clients held a Skilled Migration type visa.

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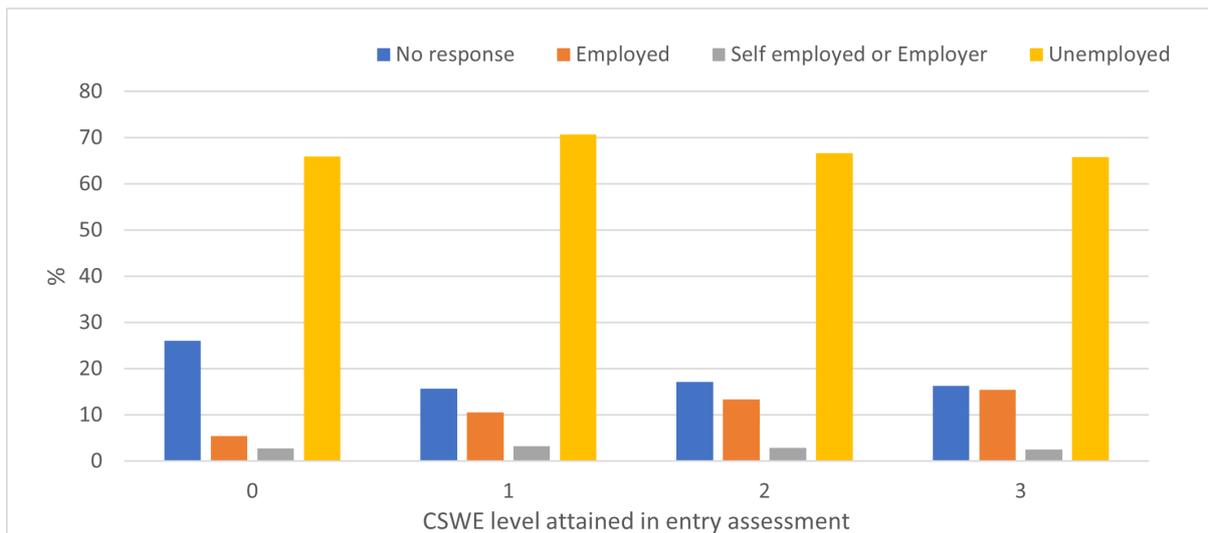
Figure 6: AMEP clients by primary visa applicant status



Note: Figures (in percentages) are calculated from the full sample of all AMEP clients provided by the Department of Home Affairs.

Figure 6 shows a small gender difference in the primary visa applicant status among AMEP clients, with a slightly higher proportion of male clients listed as primary visa applicant (75%) than female clients (70%).

Figure 7: AMEP client self-reported labour market status by CSWE level attained in entry assessment

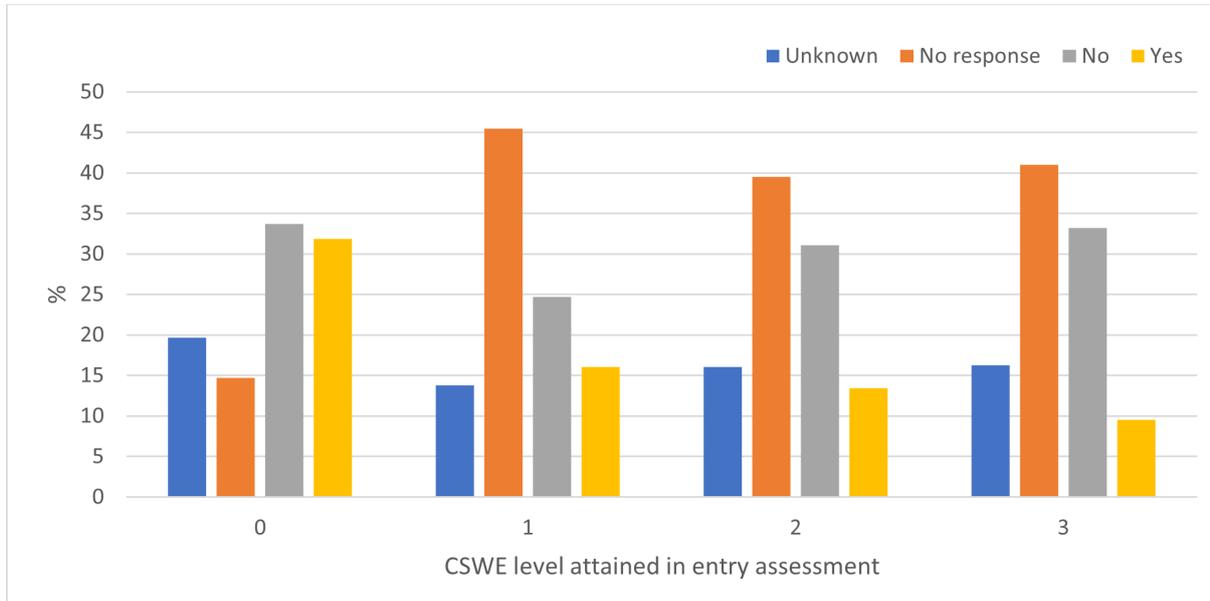


Note: Labour market status is self-reported by the clients. A higher level of Certificate in Spoken and Written English (CSWE) indicates a greater level of English proficiency.

Figure 7 suggests that AMEP clients who were already employed at the time of program registration tended to have a higher starting level of English language proficiency, as measured by level of Certificate in Spoken and Written English (CSWE). While there is no clear relationship between the AMEP clients' level of English proficiency and the probability of being unemployed, we note that clients with a lower level of English proficiency appear less likely to respond to the question asking about their labour market status.

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Figure 8: AMEP client self-reported income support status by CSWE level attained at entry assessment

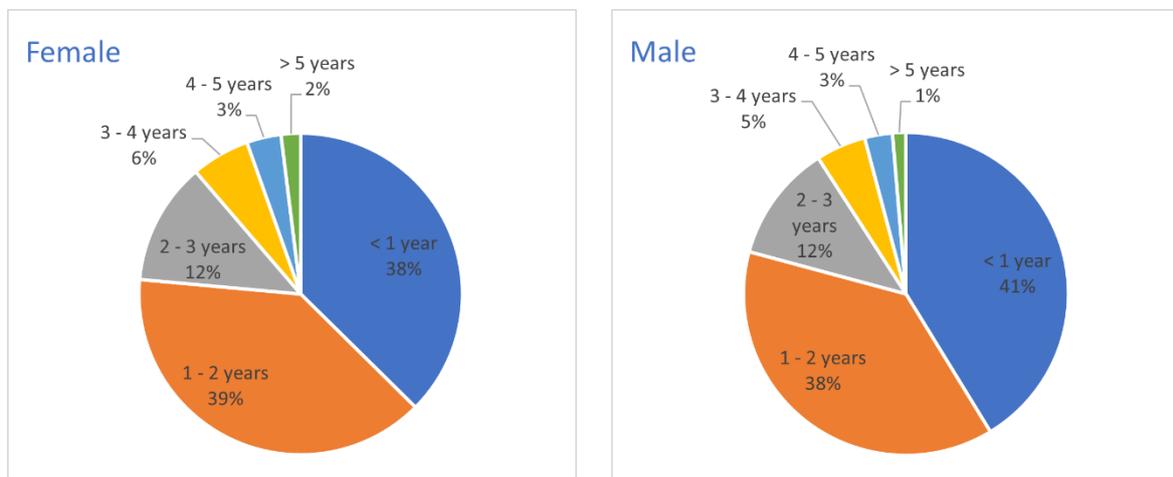


Note: Income support status is self-reported by the clients. A higher level of Certificate in Spoken and Written English (CSWE) indicates a greater level of English proficiency.

Figure 8 reports AMEP clients' self-reported income support status by level of English proficiency as described above. We note that at the time of registration with AMEP, the proportion of clients reporting receipt of any type of income support reduces with a higher starting level of English proficiency. This supports the observation in Figure 7 suggesting that being employed is associated with higher levels of English proficiency.

However, there is no clear association between the clients' level of English proficiency and their reporting that they do not receive any type of income support. For example, in Figure 8 we observe a large proportion of AMEP clients having their income support status recorded as "Unknown" or "No response". These patterns of missing information when using self-reported data limit our capacity to accurately identify the labour market and income support status of AMEP clients. These data limitations have been addressed by linking AMEP data with more objective administrative data such as Personal Income Tax, Payment Summary and Social Security and Related Information in the accompanying AMEP Impact Evaluation research papers relating to Income Support and Employment Outcomes.

Figure 9: Average time enrolled in AMEP

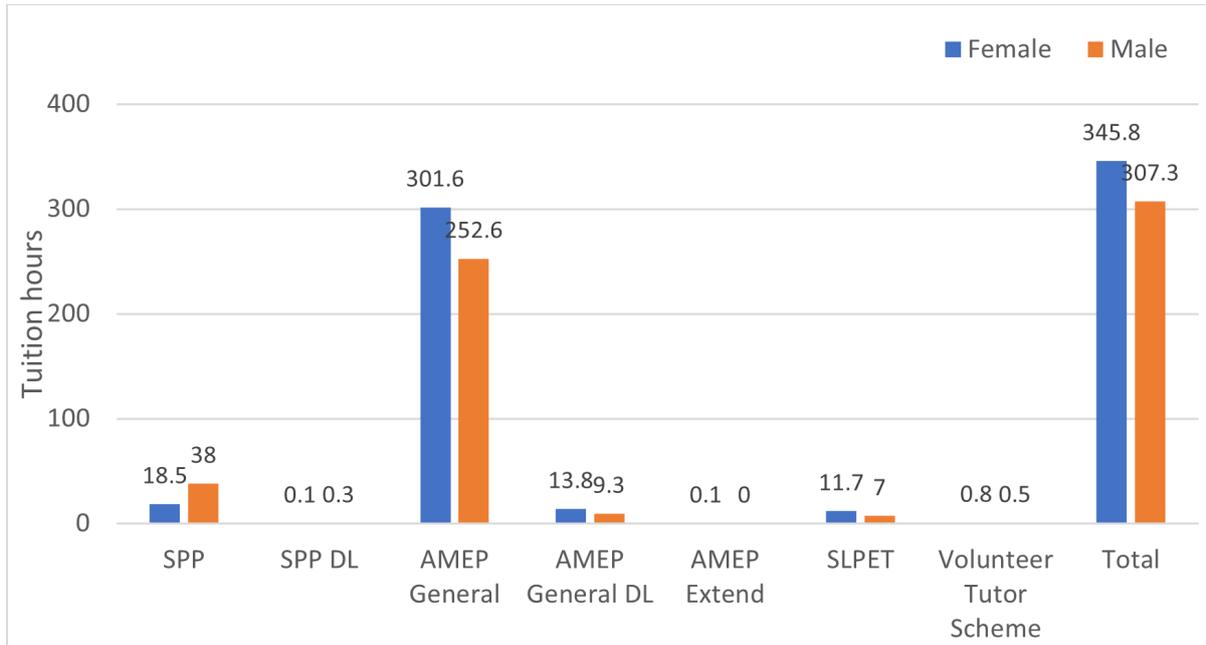


Note: Figures are calculated for exited clients. The total time the clients spent at the AMEP is calculated by comparing the last and the first time we observe them to have a positive tuition hour in the data.

Figure 9 shows 90% of clients who exited AMEP spent three years or less enrolled in the AMEP.

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Figure 10: Average tuition hours of AMEP access by gender



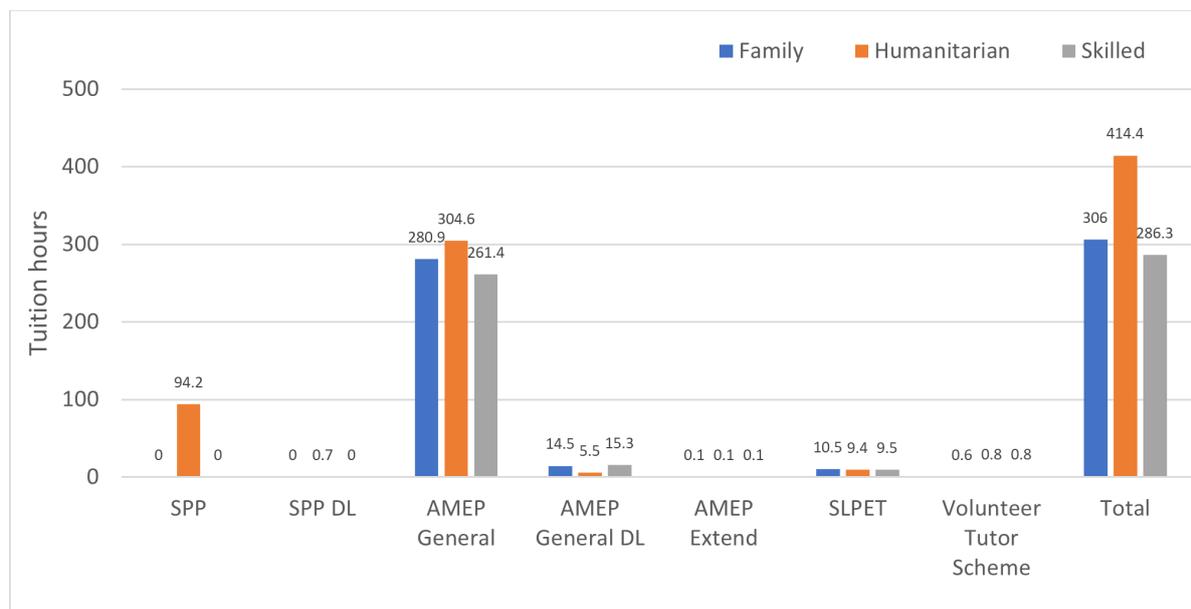
Note: SPP - Special Preparatory Program; DL – Distance Learning; SLPET - Settlement Language Pathways to Employment and Training sub-program. Figures are calculated for exited clients.

Figure 10 shows that, on average, each client received 332 tuition hours from all schemes (equal to about 66 days, or 17 weeks, full-time)¹, which is lower than the 510-hour limit set for the general AMEP scheme at the time. We also observed that, on average, female clients received about 40 tuition hours more than male clients.

¹ In this calculation, full-time AMEP is expressed as a 20-hour week comprising of 4 x 5-hour days. The 20-hour week is based on the AMEP contracts and guidelines since 2011 which define full-time classroom tuition as a minimum of 20 hours per week.

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Figure 11: Average tuition hours of AMEP access by visa migration category



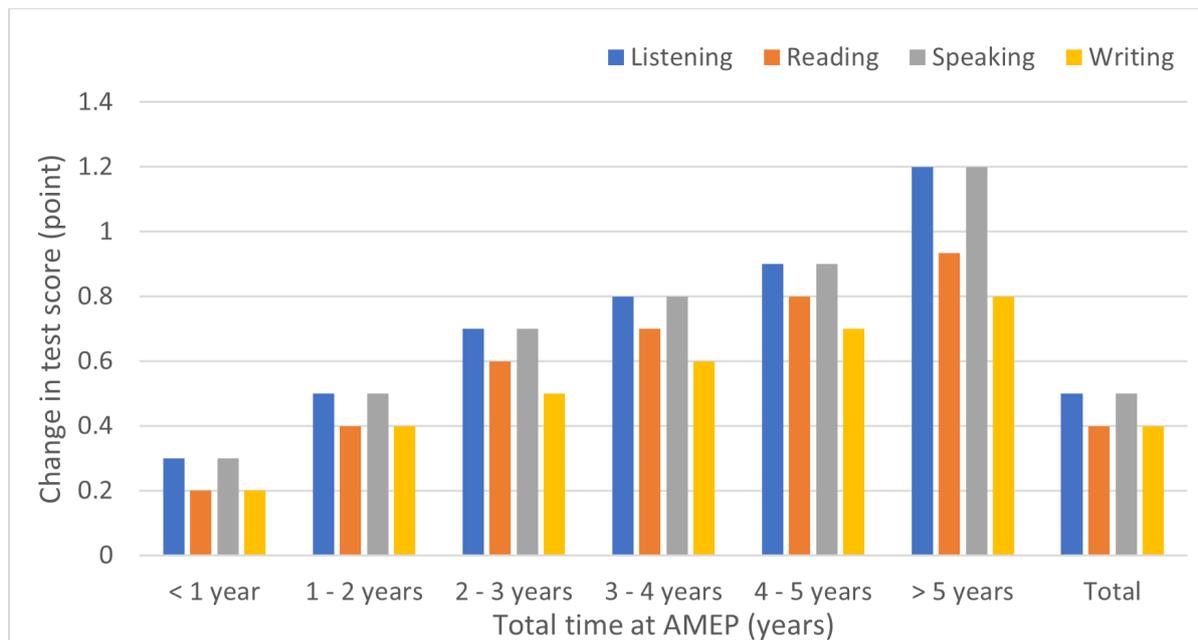
Note: SPP - Special Preparatory Program; DL – Distance Learning; SLPET - Settlement Language Pathways to Employment and Training sub-program. Figures are calculated for exited clients.

Figure 11 reports tuition hours by visa migration category, suggesting that, consistent with the design of the AMEP, clients with Humanitarian visas² received the highest amount of tuition (414 hours), followed by clients with Family visas (306 hours), and clients with a Skilled Migration visa received the lowest amount (286 hours). It is interesting to observe that while clients with Family visas have almost 30% more AMEP enrolments than clients with Humanitarian visas (See Figure 5), the latter consume over 100 more tuition hours (or 35% more) than the former.

² Humanitarian entrants are eligible for additional hours in recognition of additional challenges that they may face in building English language proficiency and literacy for settlement due to limited access to education prior to arrival, pre-migration trauma, health concerns and other factors that may impact on learning.

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Figure 12: Changes in English proficiency by total time enrolled in AMEP



Note: Changes in test scores are calculated by subtracting respective test score at AMEP exit and AMEP entry. Figures are calculated for exited clients.

Figure 12 shows that the level of English proficiency of AMEP clients upon AMEP exit was higher than that at the point of entry into AMEP. Furthermore, while improvements in English proficiency were observed for all four tested domains of English, they appeared more pronounced for listening and speaking skills and for clients who spent longer periods participating in the AMEP.

Conclusion

The results presented in this paper suggest the AMEP improves the English language proficiency of participants, especially when they are engaged over longer periods, which suggests the core components of the program are working as intended.

Overall, about 403,000 persons were enrolled in the AMEP over the reference period 2003/04–2018/19, suggesting it is a popular program among migrants with a growing enrolment pattern observed across the first ten years examined, followed by some fluctuation thereafter. Some 97% of AMEP clients were aged between 18 and 65 years of age, which we can consider as being working age participants. About 65% of all AMEP participants across this 15-year period were female.

The top 10 countries of birth for AMEP clients were (high-low) China, Iraq, Vietnam, Afghanistan, India, Myanmar, Thailand, Iran, South Korea and Sudan. For AMEP clients, the most common source of initial information about AMEP was from friends or relatives. This suggests word-of-mouth is a powerful source of raising awareness of the AMEP in migrant communities. This knowledge may be helpful in designing future awareness campaigns.

Visa type differed by gender. For female AMEP clients, 63% were on a Family visa, 21% Humanitarian visa and 16% Skilled Migration visa. For males, 42% were on a Family visa, 44% Humanitarian visa and 14% Skilled Migration visa. These visa differences may reflect traditional roles surrounding child rearing and bread winning responsibilities, and work rights. Further research is needed to determine if this is true.

The general AMEP scheme (at the time) had a 510-hour limit for participants across the reference period. On average, each client received 332 tuition hours within AMEP (equal to about 66 days full-time), with female clients averaging about 40 hours more tuition than males. Consistent with the design of AMEP, clients with Humanitarian visas engaged with the program for the highest amount of tuition (414 hours) and clients with Skilled Migration visas received lowest amount (286 hours), on average. Around 90% of clients had exited AMEP within three years of enrolling in AMEP.

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Overall, the level of English proficiency of AMEP clients was higher upon AMEP exit than at program entry. While the data we have available cannot directly attribute all English proficiency gains observed among AMEP clients to the program itself, especially when we consider that clients are exposed to English via other settings in their new country, the observation that AMEP clients exit the program with demonstrably better English proficiency is suggestive that AMEP meets its primary purpose. Further research, using matched control groups of migrants who were potentially eligible for the AMEP but did not attend, is required to better understand the independent contribution of AMEP to migrant English proficiency.

Data notes

1. Breaking down results into male and female is based on gender identity as recorded on the historical data sets used in the analysis presented here. None of these data sources provided gender-diverse identification options at the time of their collection, though most have now been updated to accommodate this for future collections. Therefore, representation of male and female in this paper may be skewed towards sex at birth, and not take into account a person's preferred gender identity.
2. The current linked AMEP-MADIP dataset has incomplete tuition hours information for about 34,000 AMEP clients who enrolled in AMEP before 2011. This missing data issue means that some results may be biased, and care should be taken with interpretation.
3. Certificate in Spoken and Written English (CSWE) was the sole AMEP curriculum up until June 2017. Curriculum flexibility was introduced from July 2017 onwards - AMEP service providers can currently choose the curriculum that best meets their clients' needs.
4. Figures could also highlight the effect of spending time in a new country and being exposed to a new language.
5. The sample taken includes both English Speaking Background (ESB) and Non-English Speaking Backgrounds (NESB) or Culturally and Linguistically Diverse (CaLD) migrants.
6. All client information used in this study was managed in a secure data environment, de-identified and access was restricted to authorised researchers.

Acknowledgment

This Research Paper was analysed, compiled, and written by researchers from Telethon Kids Institute and The University of Western Australia as part of the Australian Research Council Centre of Excellence for Children and Families over the Life Course (The ARC Life Course Centre - CE200100025), with input from the Department of Home Affairs (Australian Government).