

Improving services for homeless migrants

Summary of Lessons

From a CSTM & Praxis partnership project, 2018 - 2020

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ABOUT THIS SUMMARY

This summary distils key lessons from the project *Improving Services for Homeless Migrants* which was funded by the Greater London Authority and delivered by The Connection at Saint Martin's and Praxis Community Projects between 2018 – 2020. *Improving Services for Homeless Migrants* looked at how to support smaller homelessness services to better support homeless migrants based on the fact that:

- Homeless migrants may choose only to connect with smaller, faith or community based organisations for a range of reasons. These services may be the only point of contact for homeless people where access to immigration advice and support could help them out of homelessness
- Such services are rarely commissioned by local authorities, and thus do not form part of the system of support provided by commissioned services.
- Knowledge of and collaboration with the larger, commissioned homelessness services is often lacking in smaller, non-commissioned services, and vice versa.
- Collaboration between all those working in the field of homelessness is of benefit to ensure that limited resources are used to support destitute and vulnerable non-UK nationals to best effect.

This summary may be of interest to people who are:

- Working in a smaller, non-commissioned day centre or night shelter in contact with homeless migrants
- Working in a larger, commissioned service for homeless people and coming into contact with migrants who may be needing immigration advice
- Commissioning services for rough sleepers in London

The summary draws on interviews undertaken during the evaluation of *Improving Services for Homeless Migrants* (list of those who contributed at Appendix A). Elements of the project which may be of interest are highlighted in Section 2. More detail is in the full evaluation report of the project.

The summary has three sections:

Section 1: The Challenge

Section 2: Lessons from Improving Services for Homeless Migrant

Section 3: Suggestions for work in the future

1. CHALLENGES FOR HOMELESSNESS SERVICES

Homelessness services have in recent times been rising to the challenge of supporting homeless migrants with irregular immigration status. Larger, commissioned homelessness services are increasingly engaged in a number of initiatives to incorporate immigration advice into their provision. Smaller faith and charity-based organisations have been supporting the destitute who fall through the local authority net by virtue of their ineligibility for many years.

One turning point was Windrush, which starkly revealed that an irregular status did not equate to doing something wrong, or being deliberately 'outside the law'. Increasingly homelessness and other agencies have recognised the myriad of ways in which non-UK nationals can fall foul of the immigration rules in the current 'hostile environment'. This awareness has been strengthened as people have seen how thousands of EU nationals are facing potential irregularity if they fail to secure settled status by the deadline.

Homeless migrants in London

- There were 2,688 officially estimated¹ to be sleeping rough on a single night in 2020. This number is most probably a 'blip', however, due to huge efforts under the 'Everyone In' scheme by councils, and large and small homelessness providers. In 2019 the number was 4,266.
- Both before and after the 'Everyone In' initiative non-UK nationals represent a large percentage of rough sleepers. In London 714 rough sleepers were recorded in 2020, of whom the majority (412) were non-UK nationals: EU nationals, non-EEA or 'nationality unknown'.
- In addition there are the 'hidden rough sleepers' – those who are not known to the larger (commissioned) services and are not recorded on CHAIN. We do not know how many non-UK nationals are homeless and not recorded on CHAIN.
- **Improving Services for Homeless Migrants produced a small sample of clients prepared to share data which could be cross-checked with CHAIN. Seven out of a sample of 15 people were not registered on CHAIN – nearly 50%.**
- Various changes look set to increase the number of homeless non-UK nationals in the near future: the end of 'Everyone In' as well as the end of the EU Settled Status scheme on 30th June 2021 is hovering on the horizon. Some fear there could be a 'return to normal business' regarding non-EEA nationals.
- Many homeless migrants with the right immigration advice and support can regularise their status. Doing so is a first vital step on the pathway out of homelessness, unlocking a range of literal and metaphorical benefits.

No Recourse to Public Funds

¹ According to Ministry of Housing, Communities and Local Government's autumn snapshot figures for 2020 recording all those sleeping homeless for one night between October 1st and November 30th.

- No Recourse to Public Funds (NRPF)² condition on people's leave to remain has driven a major growth of non-UK nationals who are homeless.
- NRPF was introduced in 1999, and migrants who have a legal status which is anything other than 'indefinite leave to remain' have this condition habitually imposed. If your status is not regularised according to the rules of the day (as was the case with Windrush victims) you are also 'NRPF'.
- These public funds include most key benefits as well as homelessness assistance (under Part VII of the Housing Act 1996) and any local authority allocation of social housing under Part VI of the Housing Act 1996).
- You can apply for the condition to be lifted and people are increasingly supported to do so. Figures for April-June 2020 show a very sharp increase in applications during the COVID-19 lockdown, peaking at 1,292 applications in the week ending 3 May. This is likely to be a function of the 'Everyone In' scheme which brought many more people to the attention of local authorities and enabled agencies to help apply for the condition to be lifted.
- **The introduction of NRPF changed the shape of homelessness services:** on the one hand the local authority and its commissioned services were bound by the rules of eligibility and priority need and support for non-UK nationals was highly constrained or non-existent. This meant that a new population of destitute people with virtually no access to local authority support was being created, and smaller homelessness organisations (normally faith or community based) expanded to respond to that need. We are still living with that structural change.

What undermines collaboration between homelessness services?

The project identified various issues which can undermine collaboration between larger ('commissioned') and smaller (faith or community based, mainly 'non-commissioned') homelessness services.

Silos. Organisations have heavy workloads and high need for services. This can promote silo working: *"not looking up from the day to day work."*

NRPF a dividing line. NRPF is a big watershed in the homeless population, with larger services in the main working with those with recourse and smaller services often picking up on those who have none.

Negative perceptions of smaller (non-commissioned) services: Larger (commissioned) services can have a perception of smaller providers that may include the following:

- Unconditional in their offer
- Perpetuating homelessness by providing support rather than pursuing pathways out of homelessness
- Passionate and caring but also a bit 'fluffy' and unprofessional

² Since 1999 when the Immigration and Asylum Act was passed in 1999 people 'subject to immigration control' have habitually had the 'no recourse to public funds' condition imposed when granted leave to remain. Different conditions apply depending on the type of leave.

- Focus on providing support ‘in the moment’ rather than moving people out of homelessness
- At worst, bringing homeless people into boroughs **because** they know they can get soup, kindness, a bed
- *“The commissioned services can think – ‘they don’t know what they are doing, they are just do-gooders’”*

Negative perception of larger (commissioned) homelessness services. Smaller homelessness services can have a perception of larger (statutory or commissioned) services which may include that they:

- Have huge resources
- Are bound by contracts, targets and KPIs rather than viewing individual holistically
- Can have limited understanding of linked services useful for migrants with limited entitlements e.g. mental health, Care Act assessments
- May not treat data entirely confidentially (and may not know of measures taken to protect client data) ³
- Take ‘easy’ cases and pass complex cases to smaller organisations to deal with, in spite of their comparatively substantial resources
- View homeless migrants as clients, not guests

Insufficient networking or consultation pre-commissioning. Local Authorities are under intense pressure. This may involve them not taking time to find out who is doing what in their area regarding rough sleepers, and importantly not coming up with collaborative plans. *“When local authorities feel under pressure they can default to a ‘we are in charge, we are statutory services’ mentality. And though I can understand it, it’s problematic.”* Smaller homelessness services can easily feel – and be – ignored in such circumstances.

Language. The use of the terms ‘non-commissioned’ and ‘commissioned’ can reinforce the idea that some services are ‘recognised’ (and therefore ‘good’) whilst others are not.

³ https://www.freemovement.org.uk/wp-content/uploads/2020/12/30112020_New-Immigration-Rules-on-Rough-Sleeping-GLA-position-and-CHAIN.pdf

2. LESSONS FROM THE PROJECT

Improving Services for Homeless Migrants worked in Westminster, Camden, Southwark and Lambeth between July 2018 – June 2020 supporting smaller homelessness agencies through:

- **Identifying and developing appropriate services in each borough.**
- **Delivering training** - 3 distinct sessions emerged on: EEA migrants and the EUSS process; Non-EEA migrants; and Trafficking.
- **3-month placement of immigration advisor.** An immigration advisor was placed in the service according to the organisation's needs: sometimes once a week, sometimes twice a week. Referrals were made according to the existing referral and advice structure of the drop-in.
- **Staff shadowing and mentoring:** In some settings it was possible for staff to shadow the immigration advisor, otherwise they offered back up in terms of answering questions about cases – 'training on the job', as it were.
- **Engaging staff in co-ordinated casework.** With clients' consent, co-working cases so that staff in smaller organisations could provide 'wrap-around' support whilst the immigration advisor progressed the case.
- **Follow up work.** Clients' cases were continued once the placements ended if that is what the client wanted.
- **Borough -wide directory of services** was produced in three boroughs (Camden, Southwark and Westminster)
- **Joint Working Protocol** developed between a commissioned service (CSTM) and a non-commissioned service (JCT) alongside a data sharing agreement.

Who benefitted from the project?

Organisations supported

Organisation	Borough
Non-commissioned agencies the project supported	
Jesus Centre	Westminster
Salvation Army No10	Westminster
Seymour Place	Westminster
Marylebone Women's Day Centre	Westminster / Camden
ASLAN	Westminster

C4WS	Camden
Women at the Well	Camden
Kings Cross Church	Camden
Manna Centre	Southwark
Robes	Southwark
Pecan	Southwark
Webber Street	Lambeth
Ace of Clubs / Glass Door	Lambeth
Commissioned services the project supported by taking EUSS cases	
The Connection at Saint Martin's	Westminster
CGL Routes of the Street	Camden
St Mungo's Southwark Outreach Team (SPOT)	Southwark

Clients/guests supported

- 126 clients from across four boroughs in contact with smaller homelessness (non-commissioned) services were supported through the project. Some received information, advice and guidance, others were more intensively caseworked.
- An additional 18 clients were seen referred by commissioned services for EUSS application support only
- It was not possible to cross-refer to CHAIN except for 15 clients where consent forms were obtained. Of these 15, seven were **not** on CHAIN.

Outcomes for non-UK clients

Included

- 15 were successfully referred and taken on by solicitors to progress their case
- 22 received indefinite/discretionary leave to remain
- One Windrush client applied for a no time limit settled status (through Windrush)
- 2 clients had NRPF condition lifted

But

- 12 clients disengaged
- Two applications refused
- One appeal for asylum support dismissed

Sample cases

- Young man in the UK since teenage years, sleeping rough but entitled to make an application for leave to remain. He had not realised he had an immigration irregularity until he applied to university and found that there was a problem with his immigration status as his parents had failed to apply.

- A victim of trafficking in the UK for over 20 years, sleeping rough and suffering from mental health problems. Now in a safe house.
- A refused asylum seeker living in the UK for 10 years after multiple (failed) appeals. Papers gained, fresh claim submitted and positive decision received.
- A rough sleeper who did not know he had a good claim for asylum, now in NASS accommodation and referred to a solicitor who is progressing his case.

Learning from the model

Training

- ♥ Was essential, greatly appreciated and offered opportunities to network if held together with other agencies
- ♥ Was importantly based on case studies and physical exercises enabling empathy as well as knowledge-building.
- ♥ Can be a way of enabling services to build trust and connections
- ♥ Resulted in some staff being able to better spot those needing immigration advice or those entitled to other kind of support (e.g. two victims of trafficking identified and referred to the National Referral Mechanism for accommodation and support).

“It was great to have the training – some was stuff I thought I knew but I was out of date. The trafficking element of the course was really good, and I then had a trafficking victim and knew what to do because of the training.”

“The training changed my work and that of my colleagues – now we know much better what to ask people, how to prepare them for what to expect without giving immigration advice. And I’m a lot more confident doing stuff like filling in travel documents.”

Placement of immigration advisor in service

- ♥ Very beneficial where they were possible, but they were not possible everywhere due to churn of clients and lack of space in drop ins
- ♥ Worked best where there was an assessment and caseworking system in place already which could be built on
- ♥ Organisations found it great not to have to spend time trying to get their clients seen by services which are already over-subscribed, and to be able to support the client **at the same time** as immigration advice being given

- ♥ Clients were helped by not having to go elsewhere and join another queue for scarce advice.... Or worse, try and scrape the money together for paid advice which is often (judging by cases reviewed) sub-standard and compromising to their case.
- ♥ Short term was a challenge however as once gone, options for advice dwindled. *“My only criticism is I wish it could be more permanent, so hard when it goes away. We’re not back to square one but we are dealing with a huge need again. It takes time to build up for some women to any kind of conversation around immigration - it might take 6 months to convince them.”*

Shadowing, mentoring and second tier support

Workers learnt from having immigration specialist on site to ask questions of and solve problems in real time. This allowed staff to ask and learn on real cases which they said helped greatly.

‘Second tier advice’ (where workers phone a specialist to check on individual cases) had been taken up by some and where this happened, it was found to be helpful. Generally second tier advice can boost confidence and commitment amongst workers in this complex area.

Written resources

- ♥ Three guides to services were produced showing homelessness services in Camden, Southwark and Westminster available at the following links:

- <https://www.connection-at-stmartins.org.uk/wp-content/uploads/2019/08/Camden-Guide.pdf>
- <https://www.connection-at-stmartins.org.uk/wp-content/uploads/2019/10/SOUTHWARK-GUIDE.pdf>
- <https://www.connection-at-stmartins.org.uk/wp-content/uploads/2019/03/Guide-to-services-for-homeless-migrants-Westminster.pdf>

- ♥ The physical maps of services were found to be helpful, though generally written resources can get lost in the busy atmosphere of homelessness services
- ♥ Improving signposting and ‘connecting the dots’ was achieved mainly through listening to the advice given by the immigration advisor and through the training, with the written resource acting as back up.

Joint Working Protocol and Data Sharing Agreement

A bespoke Joint Working Protocol was established alongside a Data Sharing Agreement to enable two organisations (one commissioned, one not commissioned) to better collaborate. This has helped clarify the relationship and expectations between the two organisations (CSTM

and JCT) and has been part of a process of JCT gaining funding from, in this case, LB Westminster. This extract shows some of the key agreements regarding responsibilities in this JWP.

- 3. RESPONSIBILITIES OF THE AGENCIES:**
- Both parties will work in a person-centred way when supporting clients to access services in the borough.
 - Both organisations will work collaboratively when identifying client needs and the most appropriate support to address their needs.
 - Both parties will ensure an effective level of communication is maintained. It is the joint responsibility of CSTM and JCT to respond to any emails or phone calls regarding a client within 3 working days.
 - Both parties will share appropriate information (with client consent) in a timely manner.
 - Both parties will share their in-house procedures around seeking signed/verbal consent before sharing client information and before they share client details with external agencies.
 - Both parties will inform the other of any changes in a client or highlight any potential risk that may be associated with working alongside a client. It is expected that the point of contact and involved caseworker will be made aware of any incident involving a client particularly where a change in risk is identified.
 - Both parties will attend regular liaison meetings on a quarterly or 6 monthly basis

The full Joint Working Protocol is printed at Appendix B, and the Data Sharing Agreement at Appendix C.

What did smaller homelessness organisations learn?

- ♥ **Know the questions to ask clients to ‘spot’ immigration issues.** *“I think it probably helped us to ask the right questions to find things out - often it’s not just language barriers, women themselves are really confused about where they are in the process. The training helped us to ask the right questions to find out the information and ascertain what their entitlements were.” (Frontline worker)*
- ♥ **Understand that homeless migrants do have rights and entitlements.** *“Since the training I was more aware of the rights of my clients. I am more aware that we can always challenge that and how we can support people with that. We also understood how to identify victims of modern slavery, human trafficking. And gave me a better understanding about what was an asylum seeker, what was a refugee. So I was able to understand better the situation of the migrants, the risk, and the rights that they have. I was able to signpost people to prevent them becoming homeless or get them out of homelessness.” (Frontline worker)*
- ♥ **Develop more empathy for clients or guests.** *“It showed me that most of the people become homeless for a lack of information. They end up in that situation because of their lack of knowledge about their rights in terms of benefits.” (Frontline worker)*
- ♥ **Know where to refer clients for support** *“It helped me identify referral options and pathways, and made us better able to signpost people.” (Frontline worker)*
- ♥ **Know information to collect to help a client progress their case.** *“It was really helpful being able to understand what exactly an immigration solicitor would need. Solicitor can’t do their job until they are provided with the materials they need, and it isn’t their role, I now understand, to dig that out. So us understanding what the solicitor needs is really helpful then we can do it.” (Frontline worker)*

- ♥ **The vital importance of getting immigration advice if you are a client/guest.** Some smaller homelessness organisations are now pursuing various routes to try and get immigration advice as a regular part of their 'offer'.
- ♥ **The vital importance of not giving immigration advice (if you are not qualified)!** Often the biggest 'penny dropping' moment in training was where it was spelt out that it was illegal as well as inadvisable to give any form of immigration advice if you are not qualified to do so. This changed understanding and practice fundamentally for some. *"The biggest thing we learnt was not to give advice. That's imprinted on my mind."*

3. IMPROVING FUTURE COLLABORATION

How can work in individual homelessness services be better geared to the needs of all homeless migrants, and collaboration between services be improved? There were a few pointers from the project.

What do organisations need to understand better?

Realities vs negative perceptions

Both commissioned and non-commissioned services can hold negative perceptions one of the other (see Section 1). Though these are rarely full, fair or accurate, there may be seeds of truth which originally gave rise to such perceptions. However the bottom line is that both larger (commissioned) services and non-commissioned services are working to get people off the streets, both varyingly bound by constraints of resources, legalities and the supporting services around them. Overcoming such prejudices is vital, which can only be done by communication and respecting the position of both sides. Creating opportunities for meeting and discussing

How the sector has changed

The perception of smaller homelessness services as chaotic and/or unprofessional is increasingly outdated. More and more of such services are now being commissioned, diversifying their services and becoming more professional. Their work may now include advocacy and move on and they may have developed systems for assessment, support and signposting.

Smaller homelessness services are also providing a wide range of work ranging from street based emergency provision all the way through to specialist support (on e.g. debt, addiction) as well as preventative work in supported housing schemes. Smaller homelessness services are by now diverse and often sophisticated in the support they provide and need to be taken into account early on in any planning.

More and more statutory (commissioned) services are recognising the complexity of the need on the streets and have begun to adopt a different approach which includes immigration advice with non-UK nationals. *Routes Home* and *Street Legal* are just two of these services, and local authorities similarly are recognising the need for immigration advice to try and move people out of destitution and onto a ladder of benefits and support.

COVID-19 has heralded a new way of working for those supporting homeless people and new collaborations and relationships have been formed. These can be built on.

“A lot of smaller homelessness projects now have properly constituted as charities - some have advocacy, some have move on functions. Also the non-commissioned side of services have often led the way in terms of ethics and practice. I think local authorities and larger providers however have also really started to step up with the Homelessness Act and post 2017, setting up local forums and diversifying services. It’s almost like the two sides have started to meet.”

Benefits of collaboration

There are benefits to homeless services collaborating around work with homeless non-UK nationals. These include:

- Complementarity of skills and perspectives. The sharpness, accountability and focus of larger services is complemented by the person-centred, rooted approach of the faith and community sector.
- Taking the best of both - the smaller agency's ability to engage and the larger organisation's focus on 'move on pathways' – may be beneficial to service development and the client.
- Both larger and smaller homelessness services may end up trying to refer non-UK nationals into the same types of accommodation: for instance NASS accommodation (if they are an asylum seeker whose case has been (re)opened); hosting schemes, safe houses for victims of trafficking if recognised by the National Referral Mechanism.
- Dealing with the issue of NRPF requires greater collaboration to get the condition lifted - it requires skills and recognition across all types of homelessness service.
- Training alongside one another is beneficial, bringing new perspectives and skills.

Benefits for smaller homelessness services include:

- Larger, commissioned services have accommodation routes available to them which closer co-working could potentially help them access
- Some night shelters have moved towards being almost supported housing, operating 24 hours a day. A legitimate critique of some is that non UK nationals may end up getting 'stuck' in such accommodation without being helped to move on: improving skills and potentially collaborating with others may help find alternatives for such guests.
- Increased communication and collaboration may lead to the value as well as limitations of your smaller service being better understood leading to more appropriate client referrals, options for funding or options for sharing resources.

Benefits for larger homelessness services include:

- Smaller, faith and community-based charities are person-centred and by their nature and philosophy get to know their guests. This engenders a more trusted relationship which can be built on.
- Wrap-around support can make a huge difference to an individual's prospects. Encouraging non-UK nationals to engage, supporting them whilst they do so and helping them deal with the highs and lows of the often lengthy process is highly desirable complementary support to providing specialist immigration advice itself. The services which can do this have a huge advantage of 'trust capital' which can be useful for larger services.

What can organisations do?

The following may be useful in promoting collaboration in the future.

- ♥ **Training sessions attended by smaller and larger homelessness services** can provide a useful locus for people to meet, connect and begin to break down any barriers of mistrust which may exist. Regular training is essential for all in this area to boost confidence and awareness. There are some resources created for training through the London Plus project.

<https://www.homeless.org.uk/our-work/national-projects/london-plus-project/plus-project-presentations-and-resources>

- ♥ **Training in particular to promote empathy** focussing on the specific needs of the non-UK nationals, bringing their experience into sharper relief and making it easier to spot issues and have conversations will be of particular value to workers in all agencies.
- ♥ Consider a **Multi-Agency Casework** (MAC) approach to complex clients, in particular non-UK nationals with multiple complex needs. The Passage's project on human trafficking adopts a multi-agency approach on clients. These have been well tested and shown to work well for trafficking victims. They bring together both statutory and charity services working with and for an individual - respite beds, those providing food, toiletries, counselling and so on.
- ♥ Join **Homeless Link's Communities of Practice** which discuss opportunities and solutions around working together.
<https://www.homeless.org.uk/communities-of-practice>
- ♥ Join the **Frontline Network at St Martin's in the Field** for both geographic and thematic sharing of ideas and training on immigration issues. The Pan-London Migrant Frontline Network is run by Praxis who delivers training online.
<https://frontlinenetwork.org.uk/community/local-networks/pan-london-migrant-frontline-network/>
- ♥ Local authorities should be looking to engage and consult with both existing commissioned services and those in smaller services as well. **Homelessness Forums** are a great place to start and there are some strong examples (for instance in Brent, Hackney and Newham) of how awareness of the diversity of services in the borough is improving connections and services. **Borough-wide forums** for organisations supporting migrant homeless people to exchange knowledge and best practice should be supported on an ongoing basis.
- ♥ **Producing maps of local services** is useful particularly if these are produced by all pooling ideas about available resources and sharing information during forum discussions.
- ♥ Local authorities and larger homelessness services need to **accept that there are rough sleepers who are avoiding statutory services** because they mistrust them and work with faith or community based services to see how best to support them moving forwards.
- ♥ **Establish Joint Working Protocols or Service Level Agreements** between larger and smaller homelessness organisations. The project showed that it is possible to establish Joint Working Protocols and Data Sharing Agreements between larger and smaller services and that these help to clarify expectations as well as the limits and parameters of the offer from both those signing.
- ♥ Local authorities should **enable smaller organisations to tender** for the available resources. Often smaller organisations do not have the time or resources to put together tenders but may be best placed to deliver the work.
- ♥ All need to **recognise the vital role of trust and support** which is involved in both convincing an entrenched rough sleeper to access immigration advice, and the ongoing wrap-around support which will be needed to keep them engaged whilst their immigration status is 'sorted'. Smaller organisations can be uniquely placed to offer this but need resources to be

able to keep supporting clients throughout their 'immigration advice journey'. Smaller services are often a vital element in the pattern of provision which must be recognised as such and funded.

- ♥ There is a likely **gap in provision for non-UK nationals with multiple complex needs** which smaller homelessness organisations are currently often trying to plug. Those with language and literacy barriers to accessing services, or physical or mental health needs, or addictions, or chaotic lifestyles will benefit potentially from a new type of service. Forums should discuss what form these should take.

Appendix A: People interviewed

The following 24 people were interviewed listed in alphabetical order by organisation

Katie Huggins	ASLAN (All Souls Local Action Network) / LB Westminster
Sam Forsdike	C4WS Homeless Project / LB Camden
Lukasz Fila	CGL Camden outreach team and day centre / LB Camden
Anna Yassin	Glass Door / LB Lambeth
Lidia Estevez Picon	Greater London Authority and previously CSTM
Chrystalla Kavella	Homeless Link
Jenny Corbett	Homeless Link
James Luckhoo	Housing Justice
Jenna Roberts	Housing Justice
Jon-Jon Hilton	JCT (Joining Communities Together) / LB Westminster
Karis Carson	Kings Cross Church (LB Camden)
Eleanor Smith	Manna Society (LB Southwark)
Tumini Wilcox	Marylebone Women Day Centre / LB Westminster
Jon Kuhrt	Ministry of Housing, Communities and Local Government
David Johnson	Ministry of Housing, Communities and Local Government
Julia Tomas	Modern Slavery Service, The Passage
Alison Smith	No. 10 Drop In Salvation Army / LB Westminster
Sophia Benedict	Pecan – South London Women’s Hubs / LB Southwark
Jessica Pratt Vivian	Praxis Community Projects
Marc Mora	Robes Project / LB Southwark
Heather Petch	Social Justice and Homelessness Consultant
Helen Bourne	The Passage
Nick Labiche	Webber Street Day Centre / LB Lambeth
Roxanne Wilkins	Women at the Well / LB Camden

Appendix B: Joint Working Protocol sample

This is the full text of the Joint Working Protocol and Data Sharing Agreement developed between CSTM and JCT (Jesus Centre).

Joint Working Protocol August 2020

1. OBJECTIVES OF THE PROTOCOL:

The purpose of this joint working protocol is to establish a shared agreement between The Connection at St Martin's (CSTM) and Jesus Centre Trust (JCT) when supporting homeless migrants.

This protocol outlines:

- The support CSTM will provide to JCT staff and clients.
- The support JCT will provide to CSTM staff and clients
- The responsibilities of both parties in achieving this joint working protocol.

2. PARTIES TO THE PROTOCOL:

This protocol is between CSTM and JCT

3. RESPONSIBILITIES OF THE AGENCIES:

- Both parties will work in a person-centred way when supporting clients to access services in the borough.
- Both organisations will work collaboratively when identifying client needs and the most appropriate support to address their needs.
- Both parties will ensure an effective level of communication is maintained. It is the joint responsibility of CSTM and JCT to respond to any emails or phone calls regarding a client within 3 working days.
- Both parties will share appropriate information (with client consent) in a timely manner.
- Both parties will share their in-house procedures around seeking signed/verbal consent before sharing client information and before they share client details with external agencies.
- Both parties will inform the other of any changes in a client or highlight any potential risk that may be associated with working alongside a client. It is expected that the point of contact and involved caseworker will be made aware of any incident involving a client particularly where a change in risk is identified.
- Both parties will attend regular liaison meetings on a quarterly or 6 monthly basis

4. RESPONSIBILITIES OF CSTM

CSTM will:

- Provide support to homeless migrants who are referred by JCT in accordance with our eligibility criteria and subject to our standard service offer for clients, depending on need.
- Provide access to CSTM services, depending upon client eligibility and need.
- Act as first point of contact for JCT to assist with any queries regarding CSTM's service provision.
- Provide second tier information and telephone guidance to JCT staff in the event of a query around immigration issues
- Provide updates on a client's engagement; any difficulties or barriers faced, and treatment/support plans or risks assessments will be shared within 3 working days of completion (with client consent).
- Attend case conferences where required. This will be decided on a case by case basis determined by the level of support required to facilitate or motivate a client towards engagement with support services
- Deliver training sessions periodically to JCT staff on modern slavery / exploitation

5. RESPONSIBILITIES OF JCT:

JCT will:

- Refer clients to CSTM services where there is an identified need and the client meets the service eligibility criteria.
- Update the CSTM Migration Adviser on any changes in an individual's circumstance and accommodation status within 3 working days (with client consent).
- Accept referrals from CSTM for clients to access ESOL classes, employability workshops and other workshops and activities in accordance with our eligibility criteria and subject to our standard service offer for clients, depending on need.
- Provide access to JCT services, depending upon client eligibility and need.

6. COMPLAINTS PROCEDURE:

If a staff or client from either organisation would like to make a complaint about the joint working service provision, both parties will work together to use their respective complaints procedures.

7. REVIEW OF THE JOINT WORKING AGREEMENT:

Both parties agree to review the joint working agreement in six months' time, and every six months thereafter if both parties are in agreement about continuing a joint working agreement.

8. PROBLEM SOLVING PROCESS

It is the intention of both parties that all matters of disagreement should be resolved by negotiation and discussion. Both parties will endeavour to apply the terms of this joint working protocol without the necessity for recourse to more formal problem solving.

Stage 1 Informal discussion between respective service managers in CSTM and JCT, and agreement of next steps.

Stage 2 Production of written information to the respective senior managers of CSTM and JCT for discussion and agreement of the next steps to rectify the situation, or to end the agreement.

Stage 3 Review by a member of the respective organisation's Senior Leadership Team to end the agreement.

Ending the Agreement

Either CSTM or JCT will notify the other immediately of becoming aware of any matter which is or may be:

- one which will or may prevent CSTM or JCT from delivering the services
- a complaint relating to the service which needs to be remedied in accordance with the problem solving procedure shown above
- an incident in respect of the health, safety and security of a joint client

This Agreement will terminate immediately if:

- both parties enter into a replacement agreement
- both parties agree to end the agreement in writing
- either party ceases to exist

In the event of the Agreement ending, CSTM and JCT will:

- return all confidential information in its possession relating to the other
- take reasonable steps to ensure the safety and well-being of clients is maintained

Signatories to this joint working agreement.

The undersigned agree to working in line with the content of this joint working protocol.

[Name, organisation, Position, Signature and Date for representatives from both parties]

Appendices to Joint Working Protocol:

1. CSTM Complaints Procedure
2. JCT Complaints Procedure
3. Data sharing agreement

Appendix C: Sample Data Sharing Agreement

The following data sharing agreement was drawn up to accompany the Joint Working Protocol developed between CSTM and JCT.

Data Sharing Agreement (controller to controller)

DATA SHARING AGREEMENT

14/09/2020

Suggested review date 14/09/2023

PARTIES

1. **The Connection at St-Martin-in-the-Fields**, registered company number 03852519 and charity number 1078201, whose registered office is at 12 Adelaide Street, London, WC2N 4HW
2. **Jesus Centre Trust**, Company No. 09759891, Charity Registration No.1165925, of 83 Margaret St, Fitzrovia, London W1W 8TB

1. Interpretation

1.1 The following definitions apply in this Agreement:

Agreed Purpose has the meaning given to it in clause 2.

Agreement means this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

Commencement Date has the meaning given at the beginning of the Agreement.

Data Discloser means the party transferring personal data to the other party (acting as Data Receiver).

Data Receiver means the party receiving personal data from the other party (acting as Data Discloser).

Data Security Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Data Protection Legislation means applicable legislation protecting the personal data of natural persons, including: (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and (iii) any successor legislation together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities

Shared Personal Data means the personal data and special categories of personal data to be shared between the parties under clause 3 of this Agreement.

Suggested review Date has the meaning given at the beginning of the Agreement.

Term means indefinite.

1.2 The terms “data”, “personal data”, “data controller”, “data processor”, “data subject” and “process” or “processing” have the same meanings as used in the Data Protection Legislation.

1.3 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. Purpose

- 2.1 This Agreement sets out the framework for the sharing of personal data between the parties. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties acknowledge and agree that for the purposes of the Data Protection Legislation they are both data controllers acting alone in respect of the Shared Personal Data. The parties acknowledge that they are not joint data controllers within the meaning of the Data Protection Legislation.
- 2.3 The parties consider this data sharing initiative necessary as there are existing collaboration projects which mean that staff from both organisations might be involved or have access to data on the same clients, including vulnerable adults at risk. The aim of the data sharing initiative is to determine on which basis the two organisations will share data and agree on mutual expectations and safeguards.
- 2.4 The parties agree to only process Shared Personal Data for the following purposes:
 - 2.4.1 To enable data subjects (clients) to access legal services as well as appropriate homelessness support services in accordance to the clients' individual needs and circumstances.
 - 2.4.2 To enable joint case working of common clients in order to provide holistic support to meet the client's needs.
 - 2.4.3 To deliver agreed groups and activities.
 - 2.4.4 To identify and manage risks to natural persons.
 - 2.4.5 To monitor and evaluate services, to share good practice and inform future services.
 - 2.4.6 To research trends in our client population

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause (the "**Agreed Purpose**").

3. Shared Personal Data

- 3.1 The following types of personal data will be shared between the parties during the Term of this Agreement:
 - 3.1.1 Name,
 - 3.1.2 date of birth,
 - 3.1.3 gender,
 - 3.1.4 nationality,
 - 3.1.5 contact details,
 - 3.1.6 national insurance number and other ID numbers,

- 3.1.7 source of income and access to benefits,
- 3.1.8 language spoken,
- 3.1.9 housing history and last local connection.
- 3.1.10 Employment related information
- 3.1.11 Sleep site
- 3.1.12 Physical description
- 3.1.13 Support services they use or are linked with
- 3.2 The following types of special categories of personal data will be shared between the parties during the Term of this Agreement [delete as appropriate]:
 - 3.2.1 racial or ethnic origin
 - 3.2.2 political opinions
 - 3.2.3 religious or philosophical beliefs
 - 3.2.4 mental and physical health and addictions
 - 3.2.5 sex life
 - 3.2.6 criminal convictions and offences or related security measures
 - 3.2.7 sexual orientation
- 3.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

4. Lawful Processing

- 4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and procure that any of their staff involved with the activities under this Agreement shall comply. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 4.2 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this clause 4 during the Term of this Agreement.
- 4.3 Each party shall ensure that it processes Shared Personal Data on the basis of one or more of the following legal grounds
 - 4.3.1 the data subject has given consent to the specific processing
 - 4.3.2 processing is necessary for compliance with a legal obligation to which the parties are subject
 - 4.3.3 processing is necessary in order to protect the vital interests of the data subject
 - 4.3.4 processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties

- 4.3.5 processing is necessary for the purposes of the legitimate interests pursued by the parties except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject.
- 4.4 In addition to its obligations under clause 4.3, each party shall ensure that it processes Shared Personal Data classified as special categories of personal data on the basis of one or more of the following legal grounds:
 - 4.4.1 the data subject has given explicit consent to the specific processing of the Shared Personal Data
 - 4.4.2 processing is necessary to protect the vital interest of the data subject
 - 4.4.3 processing relates to personal data which are manifestly made public by the data subject
 - 4.4.4 processing is necessary for the establishment, exercise or defence of legal claims
 - 4.4.5 processing is necessary for reasons of substantial public interest, on the basis of European Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject
 - 4.4.6 processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes based on European Union or Member State law.
- 4.5 The Data Discloser warrants and undertakes that it will ensure that the Shared Personal Data are accurate, although it is not responsible for inaccuracies coming directly from the data subject.
- 4.6 The Data Discloser shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the data subjects for them to understand what of their personal data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive the personal data.
- 5. Data subjects' rights**
 - 5.1 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with requests from data subjects to exercise their individual rights under the Data Protection Legislation and to respond to any other queries or complaints from data subjects.
- 6. Data retention and deletion**
 - 6.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
 - 6.2 Notwithstanding clause 6.1, the parties shall continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention periods.
- 7. Security and Transfers**
 - 7.1 The parties shall have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures.

- 7.2 It is the responsibility of each party to ensure that its staff members are appropriately trained to process the Shared Personal Data and that all staff who have access to and/or process the Shared Personal Data are obliged to keep the personal data confidential.
- 7.3 The Data Receiver shall not disclose or transfer the Shared Personal Data to a third party data controller located outside the EEA unless it is with a public authority or a charity in relation to background information about health, social history and entitlements or in order to arrange appropriate support. The Data Receiver should take reasonable steps to ensure that the third party
- 7.3.1 complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Shared Personal Data that is transferred; and
- 7.3.2 has provided safeguards in relation to the transfer.

8. Data breaches and Disputes

- 8.1 Having considered the Data Protection Legislation and any applicable guidance, the parties have in place their own guidance that must be followed in the event of a Data Security Breach.
- 8.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.
- 8.3 In the event of a dispute or claim brought by a data subject or the Information Commissioner's Office concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

9. Review and Termination

- 9.1 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing the Shared Personal Data in accordance with this Agreement.
- 9.2 Both parties agree to review this agreement periodically in accordance with the suggested review date. However, failure to review will not invalidate the agreement.

10. Limitation of liability

- 10.1 Neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 10.1.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- 10.1.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 10.1.3 any loss or liability (whether direct or indirect) under or in relation to any other contract;
- save that neither party excludes or limits liability to the other party for any matter for which it would be unlawful for the parties to exclude liability.

11. No Partnership or Agency

11.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. General

12.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.4 In case the Data Protection Legislation changes in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree to negotiate in good faith to review the Agreement in light of the new legislation.

12.5 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13. Governing law and jurisdiction

13.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This has been entered into on the date stated at the beginning of it.

Signed by

[NAME OF CSTM STAFF MEMBER]

for and on behalf of The Connection at St-Martin-in-the-Fields

Signed by

[NAME OF JESUS CENTRE TRUST STAFF MEMBER]

for and on behalf of Jesus Centre Trust