



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 24th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON FEBRUARY 13, 2023.

Present:

- | | |
|-----------------------------------|------------------------|
| HON. LORENZO S. ALCANTARA | - Municipal Vice Mayor |
| HON. ARNOLD L. FLORES | - SB Member |
| HON. FREDERICK R. BALANDRA | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. RHOLLY A. LABANG | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JESSIE NIEL C. PAULO | - ABC President |
| HON. JEZIEL R. DAGUPAN | - SKF President |
| HON. ROMEO D. PARILA | - IPMR |

Absent:

- | | |
|-------------------------------|----------------------------|
| HON. RONALDO D. ENCABO | - SB Member –on Sick Leave |
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RESOLUTION NO. 0136-2023

ALLOWING THE MUNICIPAL MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) REGION IX, REPRESENTED BY ITS REGIONAL DIRECTOR RIDUAN P. HADJIMUDDIN, CESO IV, TO ACCEPT THE SOCIAL PENSION AMOUNTING SIXTEEN MILLION TWENTY SIX THOUSAND PESOS (PHP16, 026, 000.00) FOR INDIGENT SENIOR CITIZENS IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Municipal Social Welfare and Development Officer, Ms. Elaine May E. Saripada, to allow the Local Chief Executive to enter into a Memorandum of Agreement by and between the Department of Social Welfare and Development (DSWD) Region IX to accept the Social Pension for Indigent Senior Citizens in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the



local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;

WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Social Pension Program is additional government assistance for Indigent Senior Citizens to support their daily subsistence and other medical needs pursuant to Republic Act No. 9994, otherwise known as the Expanded Senior Citizen Welfare Act of 2010;

WHEREAS, there are Two Thousand Six Hundred Seventy One (2, 671) pensioners in the municipality;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. HERMES B. CABALES**, the body resolved, as it hereby resolves to allow the Municipal Mayor Junaflor S. Cerilles, RMT, MAGD, to enter into a Memorandum of Agreement (MOA) by and between the Department of Social Welfare and Development (DSWD) Region IX, represented by its Regional Director Riduan P. Hadjimuddin, CESO IV, to accept the Social Pension amounting Sixteen Million Twenty-Six Thousand Pesos (Php16, 026, 000.00) for Indigent Senior Citizens in the Municipality of Dumalinao, Zamboanga del Sur.


LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this **13TH** day of **FEBRUARY 2023**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


LORENZO S. ALCANTARA
Vice Mayor - Presiding Officer

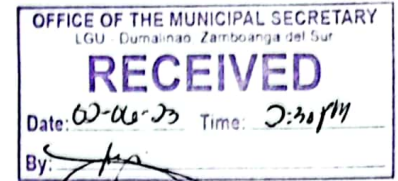




OFFICE OF THE MUNICIPAL SOCIAL WELFARE AND DEVELOPMENT

February 6, 2023

HON. LORENZO S. ALCANTARA
MUNICIPAL VICE-MAYOR
DUMALINAO, ZAMBOANGA DEL SUR



Dear Hon. Alcantara,

Greetings of peace and prosperity.

Social Pension for Indigent Senior Citizens is the additional government assistance in the amount of Five Hundred Pesos monthly stipend, to augment the daily subsistence and other medical needs of indigent senior citizens. The Local Government Unit of Dumalinao has a total of Two Thousand Six Hundred Seventy One (2,671) pensioners.

For the Fiscal Year 2023, the Department of Social Welfare and Development will be transferring the funds for the Social pension amounting to **Sixteen Million Twenty Six Thousand (Php 16,026,000.00)** yearly for the convenience of our senior citizens.

In this connection, may we request your office for an SB Resolution allowing our Municipal Mayor Hon. Junaflor S. Cerilles to enter into MOA with the DSWD. Attached is the MOA from the DSWD for your reference.

Thank you and More Power.

Sincerely Yours,


ELAINE MAY E. SARIPADA, RSW
MSWD

February 1, 2023

HON. JUNAFLOR S. CERILLES
Municipal Mayor
Dumalinao, ZDS

ATTENTION: MS. ELAINE MAY E. SARIPADA
MSWDO

Dear Mayor Cerilles,

Warm Greetings!

This is in reference to your communication dated January 3, 2023. The Field Office had acknowledged your preference for the Transfer of Funds in the delivery of social pension to eligible beneficiaries in your locality for the calendar year 2023.

In view thereof, we are requesting the immediate submission of the following documents:

- Fully Accomplished and Signed Memorandum of Agreement (MOA)
- Sangguniang Bayan Resolution supporting the engagement of the Local Government Unit (LGU) and DSWD
- Photocopy of Valid Government ID of the Local Chief Executive
- Community Tax Certificate of the Local Chief Executive

Attached herewith is the Memorandum of Agreement (MOA) for your reference.

Should you have queries or clarifications, you may contact Ms. Marilyn G. Del Rosario, Social Pension Focal Person at cell phone no.0916-406-4235, landline (062) 991-0858/ (062) 992 - 0015 and Ms. Ma. Cristina Sakili, Project Development Officer (PDO) at 0966-638-8652.

Thank you and more power.

RIDUAN P. HADJIMUDDIN
Regional Director *df*

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this _____ day of _____ 2023 at _____, between and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, government agency created pursuant to Republic Act No. 5416, through its **REGIONAL OFFICE IX**, with the office address at **General Vicente Alvarez St., Zamboanga City**, and represented by Honorable **DIR. RIDUAN P. HADJIMUDDIN, CESO IV** in his capacity as the Regional Director (hereinafter referred to as the "DSWD"); as the First Party

And

The **LOCAL GOVERNMENT UNIT OF _____** with address at _____ herein represented by its **LOCAL CHIEF EXECUTIVE, (NAME)**, duly authorized to represent the LGU, (hereinafter referred to as the "LGU"); as the Second Party

WITNESSETH:

WHEREAS, the DSWD, as the lead agency for social protection, is mandated to work towards the achievement of improved capacity and opportunities of the poor, vulnerable, and disadvantaged individuals, families, and communities, to enable them to improve their quality of life.

WHEREAS, Social Pension for Indigent Senior Citizens (SPSC) is a government assistance mandated under R.A. 9994 or otherwise known as *Expanded Senior Citizens Act of 2010*. SPSC is being implemented through the Department of Social Welfare and Development (DSWD) in partnership with the LGUs, NGOs, POs as well as civil society organization;

WHEREAS, these mandates include implementation of social protection measures, programs and services geared toward the empowerment of disadvantaged individuals, families and communities for poverty alleviation;

WHEREAS, the Senior Citizens are mostly affected by the inflation and economic challenges as the population continues to age, the matter of securing a steady income to support the well-being of older persons become more relevant in addressing issues of poverty and limited access to resources.

WHEREAS, consistent with the immediately preceding, the DSWD shall ensure the provision of the payout pertinent to the Social Pension for Indigent Senior Citizens Program shall likewise be continued to ensure that the objectives of the program shall be attained on time when it is most needed by its beneficiaries.

WHEREAS, Senior Citizens who are receiving pension from the GSIS, SSS, Veterans or AFPMBAI and other private insurance company and with permanent source of income, or regular support from his/her relatives to meet his/her basic needs are NOT ENTITLED to the monthly stipend;

WHEREAS, the DSWD is constrained to conduct simultaneous pay-outs due to various programs / activities being conducted nationwide considering the circumstances and factors that are beyond the control of the DSWD.

WHEREAS, to ensure the provision of cash subsidy in the form of social pension, the DSWD Field Office IX through the Regional Social Pension Unit (RSPU) and the LGUs shall be partners of the National Government Agencies, in the expeditious delivery of assistance to the senior citizens in every city/municipality.

WHEREAS, in light of the supervening events, the LGUs and the DSWD shall forge an agreement for the effective and on time delivery of the Social Pension for Indigent Senior Citizens.

WHEREAS, fund transfer to LGU is identified as one of the delivery schemes to fast track the payout of Social Pension to the beneficiaries, as stipulated in the **Memorandum Circular No. 17, series of 2022**.

NOW, THEREFORE, for and in consideration of the foregoing premises, hereinafter set forth, the PARTIES hereby agree as follows:

I. THE PROGRAM:

The "Social Pension for Indigent Senior Citizen Program" is the provision and augmentation of Php500.00 monthly stipend to be released twice in a year or in SEMESTRAL period to potential senior citizens for their daily subsistence especially for the maintenance of medicines and vitamins as response of the government to the vulnerable sector.

II. LEGAL BASES :

1. Philippine Constitution Article XIII, Section 11

"The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health and other social services available to all people at affordable cost. There shall be priority for the needs of the under-privileged, sick, elderly, disabled, women, and children. The State shall endeavor to provide free medical care to paupers"

2. Philippines Constitution Article XV, Section 4

"The family has the duty to care for its elderly members but the state may also do so through just programs of social security"

3. Republic Act No. 9994 Section 5, Paragraph H, Number 1

" Indigent Senior Citizens shall be entitled to a monthly stipend amounting to Five Hundred Pesos (Php 500.00) to augment the daily subsistence and other medical needs of senior citizens, subject to a Review every two (2) years by Congress, in consultation with the DSWD.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. The DSWD (First Party) shall:

1. Manage and supervise the implementation of the program for indigent senior citizens in coordination with the local government units;
2. The Regional Social Pension Unit (RSPU) under the Protective Service Division, shall coordinate with the LGUs, other partners and stakeholders.
3. Prepare the Certificate of Eligibility of Social Pensioners as basis for payment by the SECOND PARTY;
4. Send the Certificate of Eligibility of Social Pensioners to the SECOND PARTY at least two weeks before the scheduled payout;
5. Shall release the funds, with its total amount corresponding to the number of target beneficiaries indicated in the approved target and budget and in accordance with Commission on Audit Circular Number 94-013 (Rules and Regulations in the Grant, Utilization and Liquidation of funds transferred to Implementing Agencies) dated December 13, 1994, and other applicable accounting and auditing manuals used by the Government within twenty-four hours from the submission of the budget proposal by the LGU;
6. Send RSPU personnel to the areas of payout to strictly monitor the distribution of assistance, disbursement, and utilization of funds by the LGUs; daily monitoring is required when warranted;
7. Conduct regular coordination, monitoring and ensure Omnibus Guidelines of Social Pension for Indigent Senior Citizens are conscientiously followed with the LGU regarding the implementation/status of the Social Pension Program;
8. Assist in the orientation of the Provincial/City Development Councils, and their roles and responsibilities in the Program;
9. Shall provide technical assistance and program updates, monitor and respond to urgent concerns of the LGUs;
10. RSPU shall require and consolidate from LGUs essential documents such as Replacement Reports, Updated List of Approved Remaining Wait-listed, Weekly Endorsement of Potential Senior Citizens for Validation, Eligibility Test and Cross Matching from LGUs through the utilization of Social Pension Information System (SPIS) data and submit progress report to the Program Management Bureau Monthly/Quarterly;
11. Semestral downloading of funds for at least 90-100% liquidation from the previous quarter's funds released;
12. Shall require and retrieve from LGUs the List of Paid and Unpaid, Photocopy or Scanned copies of Paid Payrolls, Official Liquidation Reports / Report of Disbursement on the releases of the Social Pension stipends for each semester;

13. Issue Official Receipts (OR) to the LGUs with undisbursed balances for the refund of undistributed funds **within fifteen (15) working days** from the completion of the distribution.
14. Act on grievances or complaints in close coordination with the LGU;
15. Update the database of clients served after the LGUs submit the paid beneficiaries based on the payroll, with corresponding attachments;
16. Submit quarterly physical accomplishment and financial report on the utilization of funds to PMB and Financial Management Service; and
17. Conduct a Regional Implementation Review at the end of every payment/releases.

B. THE LOCAL GOVERNMENT UNITS (Second Party) shall:

➤ **Provincial Local Government Units (PLGUs)**

1. Coordinate, monitor and if deemed necessary, provide augmentation and replicate the implementation in the locality;
2. Through the Provincial Social Welfare and Development Office (PSWDO), in coordination with the Provincial Federation of Senior Citizens Association (PFSCAP), organize and strengthen the Senior Citizens Organization especially reaching all 60 years and above to be registered for the benefit of 20% discounts , including e-commerce discount privileges;
3. Assist DSWD FO in the following up the submission of liquidation report by the City/ Municipal LGU.

➤ **City/Municipal Local Government Units**

1. Enter into this Memorandum of Agreement for the Social Pension delivery to the Indigent Senior Citizens per approved target and budget of the DSWD Field Office/s;
2. Assume stewardship in the implementation of the Social Pension for Indigent Senior Citizen in their locality;
3. In coordination with the Barangays within the LGU, ensure that the release of the social pension subsidy to the intended beneficiaries are given within **every semester** per approved social pension payrolls of the DSWD Field Office/s.
4. Provide augmentation funds as counterpart to the implementation of the Social Pension if necessary and enact resolution supporting the program;
5. Review the completeness and correctness of the information (e.g., name, address, etc.) of senior citizens who were validated and found qualified for the social pension program.

6. Ensure the data is in strict confidentiality with the obligation to protect the same from access by unauthorized third parties, and to use the same solely for the intended purpose as enunciated in the guidelines;
7. Open an account with the local branch of the Land Bank of the Philippines (LBP) devoted solely for the Senior Citizen Social Pension Program;
8. Claim the check/s or validated List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA), whichever is applicable, from the DSWD FO, through the Municipal Treasurer or the authorized representative of the LGU, and issue the corresponding Official Receipt, or Acknowledgement Receipts and copies of the bank accounts;
9. Inform the FIRST PARTY of the schedule of payment of social pensioner for indigent senior citizen at least five (5) days before the pay date;
10. Ensure the delivery of assistance to the beneficiaries based on the payroll within the period as agreed by the DSWD FO and the LGU from the receipt of the funds from DSWD; provided that those at geographically isolated and disadvantaged areas (GIDA) shall complete delivery within **7 days** from the start of the payout;
11. Ensure that all Social Pension funds transferred to LGUs shall be distributed by the authorized LGU personnel to the beneficiaries strictly in accordance with the approved list of beneficiaries provided by the concerned DSWD FO, and in the approved amount for each beneficiary;
12. Secure and ensure safe archives of the following documents during the conduct of payout for audit purposes:
 - a. Lists of Paid and Unpaid Beneficiaries or Payroll signed by the beneficiaries for each semester;
 - b. Photocopy of the identification card with specimen signatures of the beneficiaries;
 - c. Authorized Claimant / Representative: Aside from the Beneficiaries Authorization Letter and Photocopy of his/her OSCA or any other Valid IDs, Photocopy of claimant's valid ID, Photo of the beneficiary holding a current calendar or certification that the social pensioner is alive, and the claimant's proof of relationship to the beneficiary are presented during the actual receipt of the assistance/stipend for Social Pension;
 - d. Certificate of Payment duly signed by the authorized official of the LGU concerned.
13. Take full responsibility in the proper disposition/disbursement of funds in accordance with existing accounting and auditing rules and regulations imposed by the **Commission on Audit (COA) Circular No. 94-013**, and other applicable accounting and auditing manuals used by the Government;
14. Provide feedback or update on a daily basis on the status of distribution of both paid or unpaid beneficiaries. Also, furnish DSWD FO IX - RSPU of the photocopies or scanned copies of Paid Payrolls and the List of Paid and Unpaid for reference and audit purposes.

15. Use the funds released by the DSWD to beneficiaries solely for the purpose it was drawn and based on the approved allocation per LGU.
16. Liquidate the funds within the period of fifteen (15) working days from the date of actual distribution of funds and submit liquidation report with the following attachments:
 - 16.1. Report of checks (ROC) issued or report of disbursements (ROD) duly certified by the LGU accountant and approved by the LCE; and
 - 16.2. Copy of Official Receipt for any refund of unutilized balance.
17. Keep and maintain financial and accounting records for the said funds in accordance with the Generally Accepted Accounting and Auditing principles with;
18. Refund to DSWD-FO any unused/unclaimed funds upon submission of the required liquidation reports **within fifteen (15) working days** from the completion of the distribution.
19. Perform other task related to the program.

IV. ACCOUNTABILITY

The Local Chief Executive (LCE) and other officials of the LGU shall be held criminally, civilly and administratively liable for all acts of malfeasance, nonfeasance and misfeasance done in the course of implementation of the provisions promulgated herein.

V. SEPARABILITY CLAUSE

In case any provision hereof or any party thereof be declared void or unenforceable by competent authorities, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.

V. EFFECTIVITY OF THIS AGREEMENT

This agreement shall take effect upon signing of the parties and shall remain in full force and effect one year, unless extended by the parties in accordance with the existing rules and regulations; provided that the LGU shall make full liquidation of the funds transferred for each period by the DSWD.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date at the place above written.

For the DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

By:

RIDUAN P. HADJIMUDDIN, CESO IV
Regional Director
DSWD Field Office IX

For the LGU OF (NAME OF THE LGU)

By:

(NAME OF LCE)
CMunicipal Mayor

WITNESSETH:

For DSWD

For LGU

MA. SOCORRO S. MACASO, BSW V
Chief, Protective Service Division

Local Social Welfare and Development Officer

ACKNOWLEDGEMENT

Republic of the Philippines} _____ } SS

BEFORE ME, this _____ day of _____, 2023, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Gov't ID No.	Date Issued	Place Issued
RIDUAN P. HADJIMUDDIN			

Known to me as the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

This instrument consisting of nine (8) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their instrumental witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year, and place above written.

Notary Public

Doc. No. _____;
Reg. No. _____;
Page No. _____;
Book No. _____.