



Republic of the Philippines
Region IX
Province of Zamboanga del Sur
MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 84TH REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON SEPTEMBER 2, 2024.

Present:

HON. WILFREDO L. MALONG, SR.	- Vice Mayor
HON. RONALDO D. ENCABO	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JOEL L. FAMOR	- ABC President
HON. JUSTONY G. SULATORIO	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

NONE

RESOLUTION NO. 0373-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD TO ENTER AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT OF DUMALINAO WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – FIELD OFFICE IX, REPRESENTED BY ITS REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN, CESO III, FOR THE RELEASE OF SOCIAL PENSION FOR INDIGENT SENIOR CITIZEN COVERING THE PERIOD OF 3RD AND 4TH QUARTER 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 to authorize the Local Chief Executive to enter and sign a MOA with DSWD-Field Office IX for the release of SPISC covering the period of 3rd and 4th quarter 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 for Indigent Senior Citizens, as provided under Republic Act No. 9994, otherwise known as the "Expanded Senior Citizens Act of 2010," aims to augment the daily subsistence and medical needs of indigent senior citizens by providing them with a monthly stipend;

WHEREAS, the Local Government of Dumalinao recognizes the importance of such social protection programs and supports the implementation of the Social Pension Program for Indigent Senior Citizens within the municipality;

WHEREAS, there is a need to enter into a Memorandum of Agreement (MOA) with the Department of Social Welfare and Development – Field Office IX, represented by its Regional Director, Riduan P. Hadjimuddin, CESO III, to facilitate the efficient and effective release of social pensions for indigent senior citizens covering the period of the 3rd and 4th quarters of the current year;

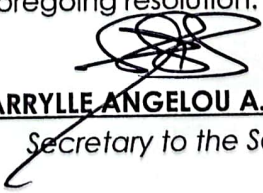
WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. HERMES B. CABALES**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD to enter and sign a Memorandum of Agreement on behalf of the Local Government of Dumalinao with the Department of Social Welfare and Development – Field Office IX, represented by its Regional Director, Riduan P. Hadjimuddin, CESO III, for the release of Social Pension for Indigent Senior Citizen covering the period of 3rd and 4th quarter 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 2ND day of SEPTEMBER 2024, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


DARRYLLE ANGELOU A. DALID, MPA, JD
Secretary to the Sanggunian

Attested and approved by;


WILFREDO L. MALONG, SR.
Vice Mayor- Presiding Officer





OFFICE OF THE MUNICIPAL SOCIAL WELFARE AND DEVELOPMENT

August 28, 2024

HON. WILFREDO L. MALONG SR.
MUNICIPAL VICE-MAYOR
DUMALINAO, ZAMBOANGA DEL SUR

Dear Hon. Malong,

Greetings of peace and prosperity.

Respectfully endorsing to your office the Memorandum of Agreement for DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT for the purpose of Quarterly release of Social Pension for the period covering 3rd and fourth Quarter 2024.

Anent to this, may we request your office to review and to have a resolution authorizing our Municipal Mayor to Enter into MOA with the Department of Social Welfare and Development.

Thank you and More Power.

Sincerely Yours,


ELAINE MAY E. SARIPADA, RSW
MSWDO



MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made and executed on this _____ day of _____, 2024, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a government agency created pursuant to Republic Act No. 5416, through DSWD Field Office IX, represented by its Regional Director, **RIDUAN P. HADJIMUDDIN, CESO III**, hereinafter referred to as the "**DSWD-Field Office IX**".

– and –

The **LOCAL GOVERNMENT UNIT (LGU) of DUMALINAO, ZAMBOANGA DEL SUR**, with official address at Pag-asa, Dumalinao, Zamboanga del Sur, represented by its Municipal Mayor, **HON. JUNAFLORES S. CERILLES**, hereinafter referred to as "**LGU of Bayog, Zamboanga del Sur**".

WITNESSETH:

WHEREAS, Section 2 (h) (1) of Republic Act No. 11916 or "An Act increasing the Social Pension of Indigent Senior Citizens and Appropriating Funds Therefor, Amending for the Purpose Republic Act No. 7432" provides that indigent senior citizens shall be entitled to a monthly stipend amounting to not less than One Thousand Pesos (Php1000.00) to augment the daily subsistence and other medical needs of senior citizens;

WHEREAS, Republic Act No. 11975 or the General Appropriations Act for the Fiscal Year 2024 (GAA FY 2024) provides that the amount of **Sixteen Million twenty six Thousand Pesos (Php16,026,000.00) (Eight Million Thirteen Thousand Pesos [Php8,013,000.00 per quarter] for Two Thousand six hundred seventy one (2,671)** Social Pension beneficiaries appropriated herein shall be used for the monthly stipend of One Thousand Pesos (Php1,000.00) for the senior citizen beneficiaries for 3rd and 4th Quarter of 2024, as determined by the DSWD;

WHEREAS, DSWD as the lead agency in social welfare and development, implement the Social Pension for Indigent Senior Citizen (SPISC) since 2011 through DSWD Field Offices (FOs) in all regions;

WHEREAS, one of the modalities in implementing the program is through fund transfer to (LGU's);

WHEREAS, the stakeholders identified fund transfer to LGUs as an efficient and effective mechanism in implementing the SPISC program in their respective LGU;

WHEREAS, under Chapter II, Section 17 (b) (2) (iv) of the Local Government Code of the Philippines (Republic Act No. 7160), the Municipality/City is mandated to provide Social Welfare Services which include programs and projects on child and

shall be secured, as far as practicable, with the use of the most appropriate standard recognized by the information and communications technology industry, and as recommended by the National Privacy Commission (NPC), and that the head of each government agency or instrumentality shall be responsible for complying with the security requirements provide under the Data Privacy Act of 2012;

WHEREAS, For the past years, **LGU of Dumalinao, Zamboanga del Sur** has good track record in implementing efficient mechanisms in delivering the cash pay-out to the Social Pension beneficiaries down to barangay level.

NOW THEREFORE, for and in consideration of the foregoing premises hereinafter set forth, the PARTIES hereby agree to undertake the program under the following terms and conditions:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. DSWD Field Office IX, in connection with the distribution of Social Pension and the liquidation of transferred funds, shall ensure:

1. Coordinate and conduct meetings/orientation to the **LGU of Dumalinao, Zamboanga del Sur** with regard to Social Pension program, to ensure adequate understanding of the program before implementation;
2. Facilitate the signing of the Memorandum of Agreement (MOA) to the **LGU Dumalinao, Zamboanga del Sur**;
3. Prepare Certificate of Eligibility of list of eligible Senior Citizen to receive Social Pension for **3rd and 4th Quarter of Fiscal Year (FY) 2024** which is duly approved by the Regional Director as basis in the preparation of the payroll by **LGU of Dumalinao, Zamboanga del Sur**;
4. Transfer the fund to the **LGU Dumalinao, Zamboanga del Sur** in accordance with **Commission on Audit (COA) Circular No. 94-013 dated December 13, 1994**, and other applicable accounting and auditing rules observed by the government, specifically:
 - 4.1 Obligate the allotment for the project to be implemented based on the advice of allotment and/or MOA or project proposal;
 - 4.2 Issue a check in the name of **LGU Dumalinao, Zamboanga del Sur** and shall be claimed by the City/Municipal Treasurer or authorized representative;
 - 4.3 Maintain a subsidiary ledger of the cash transferred pertaining to the project.
5. Provide **LGU of Dumalinao, Zamboanga del Sur** with a master list of eligible senior citizen beneficiaries of Social Pension for the 1st semester FY 2024 based on the approved Certificate of Eligibility and project proposal as basis in the preparation of the payroll within fifteen (15) calendar days upon approval of the MOA. After **LGU Dumalinao,**

6. Strictly monitor the distribution of assistance, disbursement, and utilization of funds by the **LGU Dumalinao, Zamboanga del Sur** during the actual conduct of pay-out;
7. Install grievance mechanism to address and document issues and concerns during pay-out in close coordination with the **LGU Dumalinao, Zamboanga del Sur**;
8. Mandatorily require **LGU Dumalinao, Zamboanga del Sur** to submit the liquidation report of the transfer of fund **within fifteen (15) working days** from the date of the last distribution or payout of stipend duly received by their COA Auditor with following attachments:
 - 8.1 Certified True Copy of signed payroll;
 - 8.2 Report of Checks (ROC) issued, Report of Disbursement (ROD), and Fund Utilization Report (FUR) duly certified and signed by the City/Municipality Accountant and approved by the City/Municipal Mayor, duly received by City/Municipal COA Auditor; and
 - 8.3 Copy of Official Receipt for any refund to DSWD Field Office IX of unutilized balance.

However, in the case of deficiencies noted in the post audit of the liquidation report, the DSWD Field Office IX shall make necessary adjustments in the books of accounts based on the Statement of Audit Suspensions, Disallowances, and Charges (SASDC) issued by the LGU Auditor;

9. Update the database of Social Pensioner per submitted list of paid beneficiaries based on the payroll, with corresponding attachment submitted by **LGU Dumalinao, Zamboanga del Sur**;
10. Conduct validation and monitoring through home visitation to beneficiaries who are unable to claim their Social Pension to determine their situation and/or waitlisted applicants to determine their eligibility to the program. New eligible beneficiaries will be included in the list to receive Social Pension on the succeeding semester subject to the availability of funds;
11. Provide technical assistance thru meetings/consultations with LGU staff relative to issues and concerns regarding the Social Pension implementation as the needs arises;
12. Reserved the right to withhold fund release to **LGU Dumalinao, Zamboanga del Sur** for the following reasons:
 - a) Unauthorized delay or deviation in the implementation of the program;
 - b) Non-compliance with the reportorial and liquidation requirements;

- e) Any analogous situation that affects the timely and efficient implementation of the program.
13. Provide certificate of no unliquidated funds to **LGU Dumalinao, Zamboanga del Sur** after full compliance of liquidation report as per existing guidelines.

B. LGU Dumalinao, Zamboanga del Sur, in connection with the distribution of Social Pension and the liquidation of transferred funds, shall ensure:

1. A Sangguniang Panlungsod (SP) Resolution is passed, authorizing the City/ Municipal Mayor to enter into a MOA with the DSWD Field Office IX for the implementation of SPISC Program through transfer of funds. Certified True Copy of the SP Resolution must be submitted to DSWD Field Office IX as proof of such authorization;
2. The City/Municipal Treasurer or the authorized representative of **LGU Dumalinao, Zamboanga del Sur** shall claim the check from the DSWD Field Office IX and shall issue an Official Receipt;
3. Facilitate preparation and approval of payroll of eligible senior citizen beneficiaries to receive the Social Pension FY 2024 based on the approved master list issued by the DSWD Field Office IX;
4. The City/Municipal Social Welfare and Development Office (C/MSWDO) or Office of the Senior Citizens Affairs (OSCA) shall set the schedule of payout and venue duly approved by the City/Municipal Mayor and inform the Social Pension program of DSWD Field Office IX, ten (10) working days prior the actual pay-out;
5. Facilitate the release of the stipend of Social Pension beneficiaries on a **monthly basis** regardless of the delivery scheme provided under Memorandum Circular No. 06, Series of 2024. The conduct of monthly releasing of stipend may not be undertaken under the following circumstances, subject to the validation of the FO concerned:
 - a. Majority of the beneficiaries are residing in Geographically Isolated and Disadvantaged Areas (GIDA);
 - b. The province/city/municipality is declared under a State of Calamity or under natural or human-induced crises such as armed conflict; and
 - c. Other unavoidable and uncontrollable circumstances and situations.
6. To release the stipend on a **bi-monthly and quarterly basis only** should monthly releasing is not feasible;
7. OSCA and/or C/MSWDO shall mobilized the Senior Citizen Organizations

covering the 3rd and 4th Quarter FY 2024 based on the approved certificate of eligibility and project proposal of DSWD Field Office IX for the implementation of Social Pension program in accordance with existing accounting and auditing rules and regulations pursuant to the COA Circular No. 94-013, dated December 13, 1994 and other applicable accounting and auditing manuals used by the government, specifically:

- 8.1. Issue an Official Receipt for every amount received from the DSWD Field Office IX;
 - 8.2. Deposit the amount with its authorized depository bank;
 - 8.3. Keep separate subsidiary record for the trust liability whether or not a separate bank account is maintained.
9. Distribute Social Pension fifteen (15) calendar days upon receipt of the check. Specifically:
- 9.1. To release the monthly Social Pension amounting to One Thousand Pesos (Php1,000.00) per month per beneficiary and will be released on a **monthly, bi-monthly or quarterly basis**.
 - 9.2. The Social Pension beneficiary shall present his/her OSCA ID or any valid government-issued ID indicating the date of birth, in claiming the stipend during pay-out.
 - 9.3. In case the stipend will be claimed by an authorized representative, he/she shall present the following: (a) Original and photocopy of his/her valid ID or valid certification; (b) Original and photocopy of Social Pensioner's valid ID with signature or thumbmark; (c) Authorization letter from the Social Pensioner indicating the name of the authorized representative and the reason/s of inability to personally claim his/her stipend with duly affixed signature/thumb mark of both the beneficiary and the authorized representative, witnessed by the Punong Barangay/Kagawad, OSCA or LSWDO.
 - 9.4 In case the beneficiary died on any day, the stipend shall be allowed to claim in behalf of the deceased beneficiary, provided the following requirements are complied with:
 - a) Original or Certified True Copy of the Death Certificate of the beneficiaries issued by the Office of the Local Civil Registrar;
 - b) Photocopy of the authorized nearest surviving relative's ID; and
 - c) Warranty and Release from Liability signed by the authorized representative.
10. **LGU Dumalinao, Zamboanga del Sur** Disbursing Officer conduct the actual pay-out with the assistance of the C/MSWDO staff, OSCA staff, and other departments that may be mobilized during the activity:

12. Submit an accomplishment report indicating the number of beneficiaries paid and unpaid, including specific concerns/issues on the implementation of the Social Pension;
13. Liquidate every quarter the transferred funds within the period of fifteen (15) working days from the date of last distribution or payout of subsidy and shall submit liquidation report with the following attachments:
 - 13.1 Certified True Copy of signed payroll;
 - 13.2 Report of Checks (ROC) issued, Report of Disbursements (ROD) and Fund Utilization Report (FUR) duly certified and signed by the City/Municipality Accountant and approved by the City/Municipal Mayor, duly received by City/Municipal COA Auditor; and
 - 13.3 Copy of Official Receipt for any refund to DSWD Field Office IX of unutilized balance.
14. The electronic copy and hard copy of list of senior citizen beneficiaries who did not appear during the payout activity or cannot be located in their declared residential addresses, and list of deceased beneficiaries (with Death Certificate indicating the date of death) shall be included in the submitted liquidation report;
15. Refund every quarter to DSWD Field Office IX any unused/unclaimed funds upon submission of the required liquidation report/s or within the period of five (5) calendar days from the submission of the liquidation report/s;
16. Allowed DSWD Field Office IX authorized persons/team to audit all financial records kept by the **LGU Dumalinao, Zamboanga del Sur** related to the program implementation for monitoring and record keeping purposes, or in compliance with government auditing rules and regulations.

II. DATA PRIVACY COMPLIANCE

DSWD-Field Office IX and **LGU of Dumalinao, Zamboanga del Sur** shall ensure the confidentiality and integrity of personal information of the indigent senior citizens and shall observed, in strict compliance, with the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

Specifically, **DSWD-Field Office IX** shall:

- A) Shall process and transfer encrypted Social Pension Database limited to personal information of the Social Pension beneficiaries such as full name, birthdate, and complete address and the amount of stipend to be received by the beneficiaries for the sole purpose of implementing the SPISC Program. Provided that only **LGU Dumalinao, Zamboanga del Sur**, through its authorized staff, can use the password to access the Social Pension Database.

- B) Commits to observe the strictest confidentiality concerning the personal data it shall collect, process, or access to in the performance of its duties and functions, and refrain from disclosing them to any other natural or juridical person, including among its workers and other staff, not expressly authorized to access the Social Pension Database;
- C) Agrees that it shall only use and access information available to it in the course of its duties and not to engage in any activity that conflicts with the interest of the DSWD Field Office IX, nor shall it convey, sell, or use any access to information available to it and provide information to others engaged in any activity that conflicts with the interest of the DSWD Field Office IX;
- D) Shall access, copy, or store data solely in the performance of its official responsibilities as stated in this MOA, limiting perusal of contents and actions taken to the least necessary to accomplish the task;
- E) Shall copy or store data or information only with the consent of DSWD Field Office IX and only for the purpose of completing a specified task. It shall only copy and store user data enough to complete the specified task;
- F) Shall not seek personal benefit or permit others to benefit personally from any data or information that has come to its knowledge;
- G) Shall not authorize or permit any third person or entity to access and use any information contained in the Social Pension Database or records, without the express written consent of DSWD Field Office IX;
- H) Shall not enter, change, delete or add data to any information system or file outside of the scope of its responsibilities;
- I) Shall not cause to be included in any form, record, or report any false, inaccurate, or misleading entry pertaining to the Social Pension information system or records of the beneficiaries;
- J) Shall not alter or delete or cause to be altered or deleted from any forms, records, reports, or information system any true and correct entry appearing in the information system and records of the DSWD Field Office IX;
- K) Shall not release the data of the Social Pension beneficiary to any third person or entity other than what is required for the completion of its responsibilities stipulated in this MOA, and always with the consent of the DSWD Field Office IX;
- L) Shall not exhibit or divulge the contents of any record, file, or information system to any person except as required for the completion of its responsibilities stipulated in this MOA;
- M) Shall take every reasonable precaution to prevent the unauthorized access to

- N) Shall limit access to information contained in or obtained from the systems or records of the DSWD Field Office IX only to authorized person/s; and
- O) Shall be prohibited from using and accessing personal universal serial bus (USB), electronic mail, and social networking sites while accessing the Social Pension data.

III. ACCOUNTABILITY

This agreement shall be implemented as agreed upon in accordance with the terms and conditions stipulated therein. Failure on the part of any party to comply with the provision of this Agreement will warrant its discontinuance and shall give rise to filing of appropriate administrative and/or criminal actions against responsible officers and employees of the erring party.

IV. INTERPRETATION

- a. DSWD issuances with regard to SPISC Program implementation shall be deemed included in this agreement and the parties shall ensure compliance to all provisions of the issuances.
- b. Any conflict in the provisions of this agreement and the applicable issuance, the latter shall deem to prevail.
- c. In case of any conflict or gap pertaining to the accounting and auditing processes contemplated in this agreement, reference shall be made to the pertinent COA rules and regulations, which are deemed part of this agreement.

V. SEPARABILITY

In case any provision hereof or any part 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.

VI. EFFECTIVITY

This agreement shall take effect upon signing of the parties and shall remain in full force and effect, until the programs contemplated hereunder are fully implemented by the parties, considering the following: (1) the number of physical target, area of coverage, proposals or requests submitted by LGU Dumaliniao, Zamboanga del Sur and (2) The corresponding applicable periods for the distribution and liquidation; Provided that the LGU Dumaliniao, Zamboanga del Sur shall make full liquidation of the funds transferred by the DSWD Field Office IX and refund those unutilized or unused funds within the prescribed periods.

DSWD Field Office IX

LGU Dumalinao, Zamboanga del Sur

RIDUAN P. HADJIMUDDIN, CESO III

Regional Director

HON. JUNAFLOR S. CERILLES, RMT, MAGD

City / Municipal Mayor

Signed in the Presence of:

MA. SOCORRO S. MACASO, RSW

Assistant Regional Director for
Operations
DSWD Field Office IX

ELAINE MAY E. SARIDAPA, RSW

Municipal/City Social Welfare and
Development Officer
LGU Bayog, Zamboanga del Sur

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
_____ S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____, day of _____, 2024, personally appeared the following individuals:

Name	Competent Evidence of Identity	Date / Place Issued
RIDUAN P. HADJIMUDDIN, CESO III	DSWD ID	March 21, 2023 / Quezon City
HON. JUNAFLOR S. CERILLES, RMT, MAGD	LGU ID NO. E-001	July 1, 2021 / Dumalinao, ZDS

Known to me to be the same persons who executed the foregoing **MEMORANDUM OF AGREEMENT**, consisting of Nine (9) pages, including this page and they acknowledged to me that the same are their free and voluntary act and deed.

WITNESS MY HAND SEAL on the date and place above written.

Doc. No _____