

PRESENT.

Republic of the Philippines PROVINCE OF ZAMBOANGA DEL NORTE Municipality of Siayan

F ZAMBOANGA DEL NORTE
sicipality of Siayan

OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 10TH DAY OF FEBRUARY, 2025.

Municipal Vice Mayor
Sangguniang Bayan Member
-do-

"RESOLUTION NO. 017 Series of 2025

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD), REPRESENTED BY ITS REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN, CESO III, FOR THE IMPLEMENTATION OF THE SOCIAL PENSION FOR INDIGENT SENIOR CITIZENS PROGRAM.

WHEREAS, the terms and conditions of both parties are stipulated in the Memorandum of Understanding (MOU);

WHEREFORE, premised of the foregoing consideration and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Billynel C. Catig, Hon. Raul P. Dominise and Hon. Estrella S. Zapatos, it was

RESOLVED, as this body hereby resolved by AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD), REPRESENTED BY ITS REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN, CESO III, FOR THE IMPLEMENTATION OF THE SOCIAL PENSION FOR INDIGENT SENIOR CITIZENS PROGRAM.

RESOLVED FINALLY, to furnish copies of this resolution to all other offices concerned for information and appropriated action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the above-quoted resolution.

MARCELO S. EGUANAN, MPM, LPT Secretary to the Sangguniang Bayan

CERTIFIED CORRECT AS TO ITS PASSAGE:

ATTY. JOSECOR S. GEPOLONGCA

Municipal Vice Mayor

(Presiding Officer)

MEMORANDUM OF UNDERSTANDING SOCIAL PENSION FOR INDIGENT SENIOR CITIZEN PROGRAM

KNOW ALL PERSONS BY THESE PRESENTS:

This **MEMORANDUM OF UNDERSTANDING (MOU)** made and executed on this _____, 2025, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** (DSWD), a national government agency created and existing by virtue of the laws of the Republic of the Philippines, through DSWD FIELD OFFICE (FO) <u>IX</u> represented by **REGIONAL DIRECTOR** <u>RIDUAN P. HADJIMUDDIN, CESO III</u> and hereinafter referred to as the "DSWD-FO IX".

- And-

The MUNICIPAL GOVERNMENT of <u>SIAYAN</u>, <u>ZAMBOANGA DEL NORTE</u>, a Local Government Unit (LGU) with an official address at <u>Poblacion</u>, <u>Siayan</u>, <u>Zamboanga del Norte</u> and represented herein by Municipal Mayor <u>HON. ALBERTO J. BONGCAWEL</u>, hereinafter referred to as the "<u>LGU of Siayan</u>, <u>Zamboanga del Norte</u>".

WITNESS THAT:

WHEREAS, DSWD is the primary government agency mandated to develop, administer, and implement comprehensive social welfare and protection programs and poverty-reduction solutions designed to uplift the living conditions and empower the poor, vulnerable and disadvantaged children, youth, women, older persons, persons with disabilities, families or person in crisis or at-risk, and communities needing assistance through programs and services implementation with or through Local Government Units (LGUs), People's Organizations (POs), Government Organizations (GOs) and other members of civic society;

WHEREAS, under Chapter II, Section 17 (b) (2) (iv) Local Government Code of the Philippines (Republic Act No. 7160) mandated the Municipality/City to provide Social Welfare Services which include programs and projects on child and youth welfare, family and community welfare, women's welfare, welfare of the elderly and disabled persons; community-based rehabilitation programs for vagrants, beggars, street children, scavengers, juvenile delinquents, and victims of drug abuse; livelihood and other pro-poor projects; nutrition services; and family planning services;

WHEREAS, Under Section 2(h)(1) of Republic Act No. 11916 or the "Act of Increasing the Social Pension of Indigent Senior Citizens and Appropriating Funds therefor, amending for the Purpose Republic Act No. 7432", indigent senior citizens shall be entitled to a monthly stipend amounting to not less than One Thousand pesos (Php1,000.00) to augment the daily subsistence and other medical needs of senior citizens:

WHEREAS, Section VIII (A) of DSWD Memorandum Circular (M.C.) 06, series of 2024 or the Enhanced Omnibus Guidelines in the Program Implementation of the SPISC, allows Cash Advance by a Designated Special Disbursing Officer (SDO) as a mode of payout delivery scheme, in which the stipend will be given directly to the beneficiary through cash payout by the SDO of DSWD;

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

WHEREAS, Section 22 of R.A. No. 10173 or the Data Privacy Act of 2012 provides that all sensitive personal information maintained by the government, its agencies and instrumentalities 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 provided under this law;

WHEREAS, by virtue of Sangguniang Resolution No. ____, the LGU, duly represented by its Local Chief Executive, agrees to enter into a MOU with the DSWD for the implementation of SPISC program;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree to undertake the program under the following terms and conditions:

I. OBJECTIVES

This MOU aims to establish and ensure the successful implementation of the SPISC program.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. The DSWD-FO IX shall:

- Coordinate and conduct meetings/orientation to the LGU of Siayan, Zamboanga del Norte with regards to the SPISC Program to ensure adequate understanding of the program before implementation;
- 2. Prepare the Certificate of Eligibility of a list of eligible social pension beneficiaries to receive a social pension for every quarter for Fiscal Year (FY) 2025, duly approved by the Regional Director as the intended for the LGU of Siayan, Zamboanga del Norte;
- 3. Inform the LGU of Siayan, Zamboanga del Norte on the schedule of payout fifteen (15) working days before the actual payout.
- 4. Facilitate the release of the stipend of the Social Pension beneficiaries every month. If monthly releasing of stipend is not feasible, the allowed modes of payment shall only include **bi-monthly and quarterly** release.

- Install grievance mechanism to address and document issues, and, concerns during pay-out in close coordination with the LGU of Siayan, Zamboanga del Norte;
- 6. Conduct revalidation through home visitation to the list of beneficiaries who are subject to delisting every after payout. Likewise, the FO shall also validate the identified replacement beneficiaries prior the issuance of the Certificate of Eligibility for the succeeding quarter;
- 7. Conduct stipend utilization monitoring to the beneficiaries;
- 8. Refer beneficiaries or their family members to the LGU needing assistance as determined during the conduct of stipend utilization monitoring; and
- 9. Regularly update the database of social pension beneficiaries.

B. The LGU of Siayan, Zamboanga del Norte shall:

- Mobilize the Senior Citizen Organizations (SCO) and Barangay Officials to assist in the information dissemination of the schedule and venue of the Social Pension Pay-out ten (10) days prior upon confirmation from the DSWD - FOIX.
- 2. Assist the DSWD FOIX during the conduct of actual payout through verification of documents of the social pension beneficiaries.
- Assist with the grievances/complaints from individuals and other sources in close coordination with the Regional Social Pension Unit (RSPU) Staff of DSWD-FOIX;
- 4. Provide logistical support such as; Medical team, Security, Tables, and Chairs, among others as agreed with the DSWD-FOIX; and
- 5. Provide needed assistance to the beneficiaries being referred by DSWD.

III. ACCOUNTABILITY CLAUSE:

The agreement shall be implemented as agreed upon by the terms and conditions stipulated herein. Failure on the part of any party to comply with the provisions of this Agreement will warrant its discontinuance and give rise to the Filing of appropriate administrative and/ or criminal actions against responsible officers and employees of the erring party.

IV. IMPLEMENTATION

A. The existing guidelines of the SPISC and related DSWD Administrative Orders, Memorandum Circulars, laws and other relevant issuances shall be followed in the implementation of this MOU. The DSWD - Field Office IX and the LGU of Siayan, Zamboanga del Norte may enter into a Memorandum of Agreement (MOA) to clearly indicate their respective regional and local arrangements consistent with this MOU.

Page 3 of 5

B. The PARTIES agree to communicate regularly or as needed to exchange views, report on accomplishments, and resolve policy issues, if any, concerning the implementation of the SPISC and this MOU.

V. RELATION OF PARTIES

Neither party may bind the other in any way whatsoever to anyone, except in accordance with the provisions of this MOU.

This MOU shall not be deemed to constitute a partnership or employer- employee relationship between the parties. No Party shall have authority to bind or commit the other Party except as provided here.

VI. AMENDMENTS

This MOU may only be modified with the express prior written consent of both Parties. This MOU is subject to modification by any authorized regulatory agency.

VII. CONFIDENTIALITY AND PRIVACY

In the performance of their obligations under this MOU, the DSWD FO – IX and the LGU of Siayan, Zamboanga del Norte shall ensure privacy and security of any and all confidential, privileged, personal and/or sensitive information that the DSWD FO – IX and LGU of Siayan, Zamboanga del Norte and their officers, employees, or agents may have access to; and shall store, use, process, and dispose such information in accordance with R.A. No. 10173 or the "Data Privacy Act of 2012", its corresponding Implementing Rules and Regulations (IRR), and applicable National Privacy Commission Issuances.

VIII. SEVERABILITY

If any provision of this Understanding is held for any reason to be unenforceable or invalid, the remainder of this MOU shall nevertheless remain if full force and effect.

IX. EFFECTIVITY

The Agreement shall take effect upon signing of the parties hereto and shall remain valid and existing until revoked or terminated by their mutual consent.

IN WITNESS WHEREOF, the parties hereby affix their signatures thisday of, 20at					
DSWD- <u>F.O. IX</u>	LGU of Siayan, Zamboanga del Norte				
Ву:	Ву:				

RIDUAN P. HADJIMUDDIN, CESO III
Regional Director

Hon. ALBERTO J. BONGCAWEL
Municipal Mayor

Page 4 of 6

SIGNED IN THE PRESENCE OF

<u>Dir. MA. SOCORRO S. MACASO</u> ARDO – DSWD

JOSE EDISON A. ADAZA, RSW MSWDO – Siayan, ZDN

	<u>ACKNOWLE</u>	DGEMENT	
RE	PUBLIC OF THE PHILIPPINES S.S.		
BE		the above jurisdiction, this appeared the following individ	, day of luals:
	Name	Competent Evidence of Identity	Date/Place Issued
	RIDUAN P. HADJIMUDDIN, CESO III	DSWD Regional Director	
	HON. ALBERTO J. BONGCAWEL	Local Chief Executive – Siayan, ZDN	
UN	own to me to be the same persons who DERSTANDING , consisting of Five nowledged to me that the same are their	(5) pages, including this	page and the
WI	TNESS MY HAND SEAL on the date and	place above written.	
Pag Boo	c. No; ge No; ok No; ries of	NOTARY PUBLIC	