

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 IV**, hereinafter referred to as the "**DSWD-Field Office IX**".

– and –

The **LOCAL GOVERNMENT UNIT (LGU) OF SIAYAN, ZAMBOANGA DEL NORTE**, with official address at Poblacion, Siayan, Zamboanga del Norte, represented by its Municipal Mayor, **ALBERTO J. BONGCAWEL**, hereinafter referred to as "**LGU of Siayan, Zamboanga del Norte**".

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 **Fourteen Million Seven Hundred Seventy-Two Thousand Pesos (Php14,772,000.00) (Seven Million Three Hundred Eighty-Six Thousand Pesos [Php7,386,000.00 per quarter] per quarter)** for **Two Thousand Four Hundred Sixty-Two (2,462)** 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 youth welfare, family and community welfare, women's welfare, welfare of the elderly and disabled person;

WHEREAS, Section 22 of Republic Act No. 10173 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 provide under the Data Privacy Act of 2012;

WHEREAS, For the past years, **LGU of Siayan, Zamboanga del Norte** 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 Siayan Zamboanga del Norte** 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 Siayan, Zamboanga del Norte**;
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 Siayan, Zamboanga del Norte**;
4. Transfer the fund to the **LGU Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte** has fully complied with and submitted the required liquidation report for the 1st semester transfer of fund, DSWD Field Office IX will provide the master list of eligible senior citizen beneficiaries of Social Pension for the 3rd and 4th Quarter 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;

6. Strictly monitor the distribution of assistance, disbursement, and utilization of funds by the **LGU Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte**;
 8. Mandatorily require **LGU Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte**;
 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 Siayan, Zamboanga del Norte** for the following reasons:
 - a) Unauthorized delay or deviation in the implementation of the program;
 - b) Non-compliance with the reportorial and liquidation requirements;
 - c) Refusal to allow DSWD Field Office IX representative/s to inspect and audit the progress of program implementation;

- d) Failure to produce financial records upon demand by the DSWD Field Office IX; or
 - e) Any analogous situation that affects the timely and efficient implementation of the program.
13. Provide certificate of no unliquidated funds to **LGU Siayan, Zamboanga del Norte** after full compliance of liquidation report as per existing guidelines.

B. LGU Siayan, Zamboanga del Norte, 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 Siayan, Zamboanga del Norte** 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 (SCO) and Barangay Officials in the locality to help in the information dissemination on the schedule and venue of the Social Pension pay-out;

8. **LGU Siayan, Zamboanga del Norte** shall take full responsibility and accountability in the proper disposition/disbursement of the funds transfer 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 Siayan, Zamboanga del Norte** 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;
11. Act on the grievances/complaints from individuals and other sources in close coordination with the Social Pension staff of DSWD Field Office IX;

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 semester 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 Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte** 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 Siayan, Zamboanga del Norte**, through its authorized staff, can use the password to access the Social Pension Database.

LGU Siayan, Zamboanga del Norte shall:

- A) Shall identify and designate authorized person/s within its organization to receive Social Pension database from DSWD Field Office IX;

- 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 forms, passwords, user identification, or other information that is used to access the database or record of the Social Pension beneficiary;

- 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 Siayan, Zamboanga del Norte** and (2) The corresponding applicable periods for the distribution and liquidation; Provided that the **LGU Siayan, Zamboanga del Norte** 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.

IN WITNESS WHEREOF, both parties have signed this instrument on _____, in _____, Philippines.

RIDUAN P. HADJIMUDDIN, CESO IV

Regional Director

ALBERTO J. BONGCAWEL

City / Municipal Mayor

Signed in the Presence of:

MA. SOCORRO S. MACASO, RSW

Assistant Regional Director for
Operations
DSWD Field Office IX

Municipal/City Social Welfare and
Development Officer
LGU Katipunan, Zamboanga del Norte

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 IV	DSWD ID	March 21, 2023 / Quezon City
ALBERTO J. BONGCAWEL		

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. _____;
Page No. _____;
Book No. _____;
Series of 2024.