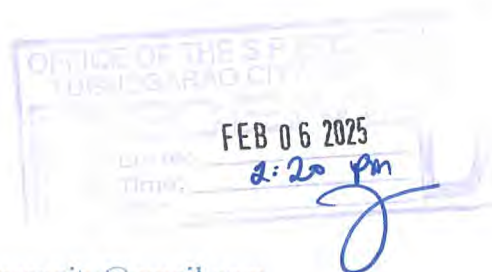


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Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

Phone number:0953-588-3721 | email address:cmotuguegaraocity@gmail.com



OFFICE OF THE CITY MAYOR

03 February 2025

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

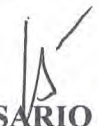
Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Memorandum of Understanding between the Tuguegarao City Government and the Department of Social Welfare and Development relative to the Social Pension Program, for your information and appropriate action.

This matter is certified as **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160, or the Local Government Code of 1991.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- *DSWD*
- *CSWD*



14 January 2025

MAILA ROSARIO S. TING-QUE
City Mayor
Tuguegarao City, Cagayan

OFFICE OF THE CITY MAYOR
RECEIVED

Date: FEB 03 2025
Time: 2:35 PM
By: [Signature]

Attention: **MELVIN T. PEREZ**
City Social Welfare and Development Officer

Subject: **FY 2025 Social Pension Program Implementation**

Dear Mayor Que:

This pertains to the memorandum from the Undersecretary for Operations of the Department of Social Welfare and Development (DSWD) Central Office, USEC. Monina Josefina H. Romualdez regarding the implementation of Social Pension for Indigent Senior Citizens for FY 2025.

As per memorandum, the Department of Social Welfare and Development - Field Office (DSWD-FO) 02 and the Local Chief Executive (LCE) to enter into a Memorandum of Understanding (MOU) as prerequisite for processing any payouts of Social Pension Program starting 1st Quarter 2025. The MOU is essential to establish clear terms and conditions governing our partnership with all the legal and regulatory requirements.

With this, attached is the copy of MOU for your reference and soft copy will be sent to your email.

This office appreciates to receive the following documents before 23 January 2025.

1. Duly executed MOU in four originally signed copies; and
2. SB Resolution authorizing the Local Chief Executive to enter into MOU.

For queries and clarifications, please contact Ms. Mary Grace P. Pascua, RSW, Regional Social Pension Program Unit Head, at 0997-523-1868 or e-mail mgppascua@dswd.gov.ph. Thank you.

Very truly yours,


LUCIA SUYU-ALAN, RSW
Regional Director

**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 _____, _____ 202__, 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) 02 represented by **REGIONAL DIRECTOR LUCIA S. ALAN** and hereinafter referred to as the **"DSWD-FO 02"**.

– And –

The **CITY/MUNICIPAL GOVERNMENT OF _____**, a Local Government Unit (LGU) with an official address at _____ and represented herein by City/Municipal Mayor _____, pursuant to the SB Resolution No. _____ hereinafter referred to as the **"LGU of _____"**.

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 "An Act 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 Bayan 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 02 shall:

1. Coordinate and conduct meetings/orientation to the LGU of _____ 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) _____, duly approved by the Regional Director as the intended for the LGU of _____;
3. Inform the LGU of _____ on the schedule of pay-out fifteen (15) working days before the actual pay-out.
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.
5. Install grievance mechanism to address and document issues, and, concerns during pay-out in close coordination with the LGU of _____;

6. Conduct revalidation through home visitation to the list of beneficiaries who are subject to delisting every after pay-out. 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 _____ shall:

1. 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 – FO 02.
2. Assist the DSWD – FO 02 during the conduct of actual pay-out through verification of documents of the social pension beneficiaries.
3. Assist with the grievances/complaints from individuals and other sources in close coordination with the Regional Social Pension Unit (RSPU) Staff of DSWD-FO 02;
4. Provide logistical support such as; Medical team, Security, Tables, and Chairs. among others as agreed with the DSWD-FO 02; 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 02 and the LGU of _____ may enter into a Memorandum of Understanding (MOU) to clearly indicate their respective regional and local arrangements consistent with this MOU.
- 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.

or

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 – 02 and the LGU of _____ shall ensure privacy and security of any and all confidential, privileged, personal and/or sensitive information that the DSWD FO - 02 and LGU of _____ 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 this _____ day of _____, 20____ at _____.

DSWD-FO 02

LGU-_____

By:

By:

LUCIA S. ALAN
Regional Director

Municipal Mayor

SIGNED IN THE PRESENCE OF

DSWD

LGU

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
LUCIA S. ALAN		
Local Chief Executive		

known to me to be the same persons who executed the foregoing **MEMORANDUM OF UNDERSTANDING**, consisting of Twelve (12) 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 _____.

NOTARY PUBLIC