

Memorandum Circular

No. 25

Series of 2020

Subject: **DISASTER VULNERABILITY ASSESSMENT AND PROFILING PROJECT (DVAPP) IMPLEMENTATION GUIDELINES**

**I. RATIONALE**

The Philippines is prone and vulnerable to various natural hazards and human-induced disasters. Hence, it is necessary to strengthen and develop existing mechanisms on disaster response following the demands and challenges such as climate change, volcanic eruptions, tsunami, storm surges, earthquakes and fire.

Pursuant to RA 10121 or the Philippine Disaster Risk Reduction and Management (PDRRM) Act of 2010, the Department of Social Welfare and Development (DSWD), as Vice-Chairperson for Response, is mandated to provide augmentation assistance whenever the resources of the affected Regions and Local Government Units (LGUs) are about to be depleted.

In the Local Government Code of 1991, Social Service is one of those devolved programs from the national government agencies to LGUs, to ensure provision of basic services to disaster-affected families. Nevertheless, it is still the function of DSWD to provide augmentation to LGUs to strengthen their capacity to respond to calamities and disasters. However, speedy beneficiary registration and management of distribution continue to remain a challenge.

Relative to this and as part of DSWD's accountability while guaranteeing fast and efficient delivery of relief services, there is a need to ensure the availability of a clear database on the profile of families at the LGU level, for provision of appropriate and effective interventions immediately after a disaster. Thus, DSWD envisions to simplify and digitize the currently used DAFAC or *Disaster Assistance Family Access Card* – a paper-form, manual beneficiary registration, capturing those affected by a calamity only after a disaster – into the DSWD CARES Card. **CARES** stands for **C**omprehensive **A**ssistance for disaster **R**esponse and **E**arly recovery **S**ervices. This is geared towards effective planning and management of distribution, monitoring, and reporting. Such effort will strengthen community preparedness and boost community resilience at the local level. At the national and regional levels, it establishes immediate data on the magnitude of disaster-prone areas and vulnerable families and communities potentially affected by disasters. This kind of digitized beneficiary registration can also be used for in-kind assistance, cash and voucher modalities. It aims to ensure accuracy and precision of beneficiary tracking, calculation and distribution of relief supplies and rations, and the immediate access to web-based reports of such activities.

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For this to materialize, there is need to begin with profiling efforts to provide more reliable and dependable data and information; hence, the implementation of **DISASTER VULNERABILITY ASSESSMENT AND PROFILING PROJECT (DVAPP)**. Unlike DSWD's Listahanan or the National Household Targeting System (NHTS) that enlists only *poor households*, the DVAPP enumerates and saturates the entire family population of all barangays in a target municipality. This is to ensure accuracy and efficiency in accounting the affected population and proper tracking of displacements in times of disasters. At the same time, as DSWD provided family food packs (not "household" food packs) as its immediate response after a disaster, such kind of family profile can immediately provide accurate data in calculating and providing relief rations. The "vulnerability index" of the family profile will be DSWD and the LGU's determinant factor in listing those who should be prioritized in the relief assistance.

This project is in partnership with the International Organization for Migration (IOM), which has provided the technical support for both the software for data capture as well as hardware for the digitized card production; as well as the needed technical assistance and training in the programming and utilization of the hardware and software, which is the BRaVeS or Biometric Registration and Verification System. The BRaVeS is currently being enhanced by DSWD for fuller integration into DSWD's ICTMS.

## II. LEGAL BASES

### A. National Legislations

- 1) **RA 10121 of 2010: Philippine Disaster Risk Reduction and Management Act of 2010** – The PDRRM Act of 2010: An Act Strengthening the PDRRM system, providing for the National Disaster Risk Reduction and Management (NDRRM) Framework, and Institutionalizing the NDRRM Plan, appropriating funds therefor and for other purposes: the Department as the Vice Chair for Disaster Response.
- 2) **Republic Act (RA) 7160: Local Government Code of 1991** – provides for a more responsive local government structure instituted through a system of decentralization whereby Local Government Units are delegated more powers, authority, responsibilities, and resources.
- 3) **Republic Act No. 10821: Children's Emergency Relief and Protection Act of 2016** – the State of the Philippines is responsible to establish and implement a comprehensive strategic program of action to provide children, pregnant and lactating mothers affected by disaster and other emergency situations with the utmost support and assistance necessary for their immediate recovery and protection.
- 4) **Republic Act No. 10173: Data Privacy Act of 2012** – the State recognizes the vital role of information and communications technology in nation-building and its inherent obligation to ensure that personal information in the government and private sectors are secured and protected; to wit: the Commission shall ensure at all times the confidentiality of any personal information that comes to its knowledge and possession.



## ***B. Executive Legislations***

- 1) **Executive Order No. 221 of 2003 Amending EO No. 15, series of 1998: Redirecting the Functions and Operations of the Department of Social Welfare and Development** – mandates the DSWD to provide assistance to Local Government Units (LGUs), non-government organizations (NGOs), other national government agencies (NGAs), people's organizations (POs) and other members of civil society in effectively implementing programs, projects, and services that are directly lodged with the Department and/or not yet devolved to LGUs.

## ***C. NDRRMC Issuances***

- 1) **NDCC Circular No. 5, Series of 2007 and No. 04, Series of 2008, As Amended:** Institutionalization of the Cluster Approach in the PDRRM System, Designation of Cluster Leads and their Terms of Reference at the National, Regional, and Provincial Levels.
- 2) **NDRRMC Memorandum Order No. 23, Series of 2014:** Implementation of the National Disaster Response Plan, whereby NDRRMC member-agencies are directed to implement identified preparedness activities towards the realization of an effective and responsive disaster and emergency response.
- 3) **DepEd, DSWD, DPWH, and DILG Joint Memorandum Circular No. 01, Series of 2013:** Guidelines on the Evacuation Center Coordination and Management

## ***D. DSWD Issuances***

- 1) **Administrative Order No. 01, Series of 2019: Management Reorganization of the DSWD Central Office** – restructuring the DSWD Central Office to address its expanded operations, dramatically increased budget; increasingly significant role in disaster management; and complex social protection concerns of the DSWD;
- 2) **Administrative Order No. 02, s. 2018: Strengthening the DSWD Central Office** – The *creation of the Disaster Response Management Group as a dedicated cluster*, separating it from the Protective Group.
- 3) **Administrative Order No. 09, Series of 2017:** DSWD Thrust and Priorities - Philippine Development Plan (AMBISYON 2040)
- 4) **Administrative Order No. 17, Series of 2010:** Omnibus Guidelines on Shelter Assistance

## **III. SCOPE AND DELIMITATION**

These DVAPP Implementing Guidelines have emanated from the DVAPP Guidance Notes utilized during the pilot implementation of the project. The pilot areas where it has been implemented are the two (2) municipalities in the Province of Benguet and one (1) municipality in the Province of Kalinga under Cordillera Administrative Region. The 2 municipalities in Benguet are **Itogon, Benguet** – a first class municipality with 9 barangays; and **Tublay, Benguet** – a fourth class municipality with 8 barangays. The pilot municipality in the province of Kalinga is **Pasil** – a fourth class municipality with 14 barangays. The working data for enumeration were based on the 2015 Philippine Statistics Authority (PSA) census.

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The favorable and commendatory results of the DVAP Project Appraisal served as basis for implementation of the nationwide rollout of this project. As processes and strategies in the pilot implementation phase continued to unfold, especially given the uniqueness of the pilot areas which are geographically isolated and disadvantaged areas (GIDA) and non-GIDA, further provisions have been updated to support further evolutions of this document for a Memorandum Circular, which shall be utilized for the nationwide rollout of the DVAPP. This fourth quarter of 2019, there will be initial rollout in selected regions in Luzon, Visayas, and Mindanao.

From these series of pilot and rollout implementations and henceforth, this DVAPP Implementation Guidelines shall serve as reference and guide in the succeeding project rollout in the other regions.

This also covers CO and FO institutional arrangements, particularly those involved and engaged in disaster data generation, report preparation, data validation, and information dissemination.

#### IV. OBJECTIVES

General Objective: To come up with a clear database on the profile of families at the LGU level thru the DVAPP, for provision of appropriate and effective interventions immediately after disaster.

Specific Objectives:

- 1) Establish a Database of the Profile of Families at the LGUs, through a standard, digitized profile form, as part of family and community preparedness;
- 2) Simplify and digitize the current DAFAC beneficiary registration into a DSWD CARES Card;
- 3) Ensure a reliable and validated profile of families at the LGUs down to the barangay level, for proper assessment of appropriate social welfare interventions in times of disasters;
- 4) Conduct Vulnerability Assessment in coordination with, and in concurrence of the concerned LGUs;
- 5) Map out similarities and differences of the DVAPP data collection processes and tools with that of the Listahanan, Social Welfare Development Indicators (SWDI), Community-Based Monitoring System (CBMS), and Community Risk Assessment (CRA); and identify areas for harmonization and integration of the said tools and their administration / enumeration schedules; and
- 6) Come up with a Comprehensive Project Assessment and enhanced Implementation Guidelines for continued project replication and expansion.

#### V. DEFINITION OF TERMS

To provide clarity and common understanding on the terms that shall be used in this document, the following operational definitions are given:

- 1) **Assessment** – “a process that involves collection of necessary information and its analysis and interpretation in order to reach an understanding of the client, the problem, and the social context in which it exists” (Social Work);

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- 2) **Disaster** – *“a serious disruption of the functioning of a community or a society involving widespread human, material, economic or environmental losses and impacts, which exceed the ability of the affected community or society to cope using its own resources... Disaster impacts may include loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.”* (RA 10121).
- 3) **Disaster Preparedness** – *“the knowledge and capacities developed by governments, professional response and recovery organizations, communities and individuals to effectively anticipate, respond to, and recover from, the Impacts of likely, imminent or current hazard events or conditions. Preparedness actions aim to build the capacities needed to efficiently manage all types of emergencies and achieve orderly transitions from response to sustained recovery. Preparedness is based on a sound analysis of disaster risk and good linkages with early warning systems, and includes such activities as contingency planning, stockpiling of equipment and supplies, pre-emptive evacuation, the development of arrangements for coordination, evacuation and public information, and associated training and field exercises. These must be supported by formal institutional, legal and budgetary capacities”* (RA 10121).
- 4) **Enumerator** – a census taker: one who goes house-to-house to conduct interviews and take the profile of the family in a household utilizing a customized set of questionnaires obtained thru digitized system, in order to obtain a database on the profile of families at the LGU level.
- 5) **GIDA** – or Geographically Isolated and Disadvantaged Areas refer to communities with marginalized population physically and socio-economically separated from the mainstream society and characterized by: physical factors (isolated due to distance, weather conditions and transportation difficulties island, upland, lowland, landlocked, hard to reach and unserved / underserved communities); and socio-economic factors (with high poverty incidence, presence of vulnerable sector, communities in or recovering from situation of crisis or armed conflict).<sup>1</sup>
- 6) **Profiling** – *“the activity of collecting important and useful details of information about someone or something, in order to give a description of them”* (Cambridge Dictionary) making ready preparing
- 7) **Social Preparation** – the process of working out in advance the details of a plan, which includes the conduct of preliminary social investigation of the community; engagement in preparation of institutions / project partners and stakeholders; area selection; and organizing the tools and systems to be utilized.
- 8) **Vulnerability** – *“the characteristics and circumstances of a community, system or asset that make it susceptible to the damaging effects of a hazard. Vulnerability may arise from various physical, social, economic, and environmental factors such as poor design and construction of buildings, inadequate protection of assets, lack of public information and awareness, simulation and training, limited official recognition of risks and preparedness measures, and disregard for wise environmental management.”* (RA 10121)
- 9) **Vulnerability Index** – refers to the *“measure of the exposure of a population to some hazard. The index is a composite of multiple quantitative indicators that using*

<sup>1</sup> <https://www.doh.gov.ph/node/1154>

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some formula, delivers a single numerical result... to evaluate potential complications for disaster planning" (Wikipedia)

## VI. PROJECT IMPLEMENTATION PROCEDURES AND REQUISITES

### A. PRE – IMPLEMENTATION PHASE

#### 1) Social Preparation

- a) Delegation / Assignment of Project Management Team for the Project Implementation, that shall closely coordinate with the respective DSWD Field Office DVAPP Focals for all implementation and monitoring-related activities; provide strategic direction, assistance, or advice to the project during its lifetime; and provide the needed technical assistance and resource augmentation to project resolve risks, issues and concerns, as the situation necessitates.
- b) Designation of a Project Manager (PM), who shall manage the entire implementation until completion of the DVAP project in the implementation areas, based on the approved timelines
- c) Engagements with DSWD Information, Communication and Technology Management Service (ICTMS), 4Ps National Program Management Office (NPMO), and the National and Regional Project Management Officers in project implementation planning
- d) Finalization and configuration of the Profiling Tool in the Kobo Collect and in the BRaVeS, to make it ready for the training and utilization for project implementation. The **Kobo Collect** is the android-based **application** used to **collect** the data which feeds into your **Kobo Toolbox** account. Just like other ODK interfaces, **Kobo Collect** can be easily installed on your phones using Google Play.<sup>2</sup>
- e) Conduct consultation dialogues and meetings with the DSWD FO CAR and concerned Local Chief Executives, PSWDO, MSWDO, and concerned Barangay Chairpersons at the LGU level.

#### 2) Hiring and Orientation of Project Staffs for the DVAPP

- a) Finalization of Terms of Reference / Competency-Based Job Description (TOR/CBJD) of the Contract of Service (COS) positions for DVAPP implementation. The TOR/CBJD shall contain the Civil Service Commission (CSC) Qualification Standards (QS) and functions to be performed by the position. The DSWD may set preferred qualifications based on the specific function of the position but shall not be lower than that of the CSC prescribed QS.
- b) Creation of the following COS positions for Central Office (CO) and Field Offices (FOs):

Position Title	SG	Remarks
<b>Central Office</b>		
Project Development Officer V	24	Act as Project Manager
Information Technology Officer II	22	For Data Management
Information Technology Officer I	19	For Data Management

<sup>2</sup> <https://www.google.com/search?q=what+is+Kobo+collect+app%3F&aq=what+is+Kobo+collect+app%3F&aq=chrome..69:57i33i5.5993i0j7&sourceid=chrome&ie=UTF-8>


  
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Position Title	SG	Remarks
Administrative Officer II	11	
Administrative Assistant III	9	
<b>Field Office</b>		
Information Technology Officer I	19	For Data Management
Project Development Officer II	15	Act as Team Leaders
Project Development Officer I	11	Act as Field Enumerators
Administrative Assistant III	9	

- c) As a requisite to applicant Enumerators and Team Leaders (PDO I & II, respectively), they must have an updated android phone which can run the Kobo Collect, and must know how to operate and manipulate phone apps, since the enumeration system is digitized and online.
- d) Conduct of briefing, general orientation, technical / hands-on training and simulation workshops to Project Staffs for capacitation on the software and hardware operation requirements of the project; how to conduct enumeration / interviews; the expected outputs, timelines and other necessary Human Resource and Admin concerns of the project.
- e) Supporting documents in filling-up / hiring of vacant position at the Central Office, are as follows:
- e.1. Recommendation for hiring duly approved by the Cluster Head / Program Director for special / foreign assisted projects;
  - e.2. Approved Authority to Fill up (for vacated position);
  - e.3. Competency Based Job Description (CBJD) / Terms of Reference (TOR) of the position;
  - e.4. Application Letter and Comprehensive resume;
  - e.5. Properly accomplish Personal Data Sheet (PDS) with picture
  - e.6. Certificate of Training attended, if any
  - e.7. Applicants have undergone the Intelligence Quotient Test (IQT) prior to the recommendation.
- f) Steps on signing of Memorandum of Agreement (MOA) / Contract by all parties at the Central Office and other matters are as follows:
- f.1. Sign the MOA/Contract as the 2<sup>nd</sup> Party, and by two witnesses<sup>3</sup> in all pages (*to be facilitated by the OBS*);
  - f.2. Have the MOA signed by the Office/Bureau/Services (OBS) respective Cluster Head, in accordance with Administrative Order No. 16, series of 2019, or the delegation and Delineation of Authority (*to be facilitated by the OBS*);
  - f.3. Have the MOA notarized once signed by ALL parties, then submit immediately to the HRMDS-Human Resource Planning and Performance Division (HRMDS-HRPPMD) the following documents as basis of payment of services rendered:
  - f.4. Five (5) certified true copies and fifteen (15) certified true copies of Obligation Request thereof, all with original signature of the Certifying Officer<sup>4</sup> for onward endorsement to HRMDS-PAD, and keep the original copy;
    - a) 2<sup>nd</sup> copy of duly notarized MOA;

<sup>3</sup> The Head of Office/Bureau/Service (OBS) and Division Chief concerned or any two (2) permanent employees of the Hiring OBS.

<sup>4</sup> The Head of the Office and those in the Order of Succession whenever the Head of the OBS is on leave or on official travel.

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- b) Duly accomplished **Revised Personal Data Sheet**<sup>5</sup> with recent ID picture passport size, right thumb mark affixed and latest Community Tax Certificate/any government issued ID indicated therein; (1 original copy);
  - c) Medical Certificate<sup>6</sup> including the results of Blood Test, Urinalysis, Drug Test and Chest X-ray. (*Medical Certificate may be issued by the Medical Officer accredited by the government upon presentation of the result of the said laboratory tests*);
  - d) Certified True Copy of NBI Clearance (Certified by the Head of the Office or Authorized personnel);
  - e) Certification of Assumption to Duty (*DSWD (COS) Form No.1 January 2020*).
- g) Signing of Confidentiality and Non-disclosure Agreement (CNDA) of all staffs engaged in data gathering and management, in compliance with RA 10173 or the Data Privacy Act of 2012 (Annex A).

## B. GENERAL POLICIES

### 1) ENUMERATION and DATA CONSOLIDATION

#### a) Deployment of Enumerators for the Profiling

- Enumeration works of all Enumerators shall cover saturation of the entire population of the target areas in the identified municipality/ies.
- Enumerators shall be assigned to profile a quota of at least **ten (10)** families per day, or 50 families per week for non-GIDA communities; while a quota of at least **five (5)** families per day, or 25 families per week for communities that are classified as GIDA. Daily outputs may vary depending on the location, terrain, accessibility, and weather conditions of the assigned area, but accumulated weekly outputs are a requisite.
- Enumeration system is done online with the use of automated profiling system that leads to automatic data consolidation, through the KoBo Collect app. Prior to deployment and during the training, the app must have been installed and the *DSWD CARES Card Form* must have been downloaded. This is the only data collection tool and means that shall be employed by the Enumerator in the house-to-house enumeration.

Once the data in the android phone has been sent, the Enumerator will not be able to see and re-access the uploaded data collected after submission. Only those DVAPP Staff granted admin account can access the said database.

- Prior to conducting interviews, a consent form shall be explained and executed, to ensure that the Data Subjects are informed of their rights to privacy, as well as the risks that they may encounter by sharing their data. This is attached in Annex B.
- The DSWD CARES Card Digitized Intake Form with Fill-out Instructions contains four (4) major parts: A. General Information about the Family Head and her/his Members; B. Assessment of Housing Conditions & WASH Facilities at the Permanent Address; C. Livelihood Assessment (based on

<sup>5</sup> CSC Form 212 revised 2017

<sup>6</sup> Civil Service Commission website



DSWD Sustainable Livelihood Program assessment form); and D. Vulnerability Assessment with primary and secondary indices. A sample form containing these details is attached in Annex C; and the order of collection process in the Kobo Collect is further shown in Annex D.

- Enumerators shall upload the filled-up forms online. Prior to uploading, each Enumerator shall present each profile to their Team Leader, who in turn will confirm its accuracy and completeness, and give the go-signal to have the data uploaded. In the absence of internet access, each Tool saves the collected data as it works on offline mode. Thus at the end of the day, all filled-up forms on the Enumerator's android phones should be uploaded to the KoBo Collect server, once they have mobile data. Portable satellite devices may be used in GIDA communities if and when possible.
- At the end of the day, Enumerators are required to accomplish the prescribed Enumerator's Daily Accomplishment Report form and submit to their Team Leaders. Accepted complete forms submitted shall serve as basis for compensating the Enumerator, as it would reflect their entire week's deliverables. This form must be duly reviewed, accepted, and signed by her/his Team Leader; and noted by the SWADT or the FO-designated DVAPP focal.

#### **b) Deployment of Team Leaders**

- Each Team Leader is assigned to supervise and monitor ten (10) Enumerators during the entire duration of the latter's deployment.
- Before Enumerators' uploading of data, Team Leaders shall review, supervise and monitor completeness and accuracy of data inputs of each of their Enumerators on the *DSWD CARES Card Form* to ensure reliable database profile of families entering the KoBo Collect server.
- The Team Leaders shall provide technical assistance (TA) and augmentation as needed by their Enumerators on matters regarding data inputs on the *DSWD CARES Card Form*; for IT-related concerns, they shall coordinate with the Project ITOs for needed TA.
- At all times, Team Leaders shall ensure safekeeping and inventory of all supplies and forms of the Team entrusted to their care.
- At the end of the day, Team Leaders shall collect, record, and consolidate daily accomplishments of each Enumerator to determine whether Team outputs have reached the required quota; and plan out / suggest strategies for improvement of under-quota Enumerators
- At the end of the week, Team Leaders are required to submit a consolidated report of their Team's Daily Accomplishment, as well as the Team Leader's Weekly Accomplishment Report, using the prescribed forms. These reports shall serve as basis for compensating the Team Leaders and their Enumerators, as it would reflect their entire week's deliverables and accomplishments. This form must be duly reviewed and signed by each Team Leader, and duly reviewed and noted by the FO DVAPP Focal.
- After all enumeration works have been completed in every Barangay, Team Leaders shall lead the conduct of Exit Conference therein. The Barangay Council shall act as Local Validation Committee, where the Team shall present the final consolidated masterlist of all family heads enumerated.

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- Team Leaders shall act on grievances that arise in the area of responsibility of their Team. In case the grievances have to be elevated to a higher level, they shall inform the DVAPP PM and/or the FO DVAPP Focal to facilitate coordination and settlement of such issues.
- Team Leaders shall assist the ITOs and facilitate the processes in the release of the DSWD CARES Card, ensuring that claim stubs are properly retrieved and duly recorded / accounted for.
- Team Leaders are enjoined to assist and participate in the conduct of scheduled Team Meetings, Project Reviews, and other project-related conferences that shall later be determined.

### c) Addressing Grievances and Special Issues During Enumeration

Special issues and concerns during enumeration and data management may arise, which become grievances if not properly addressed. Thus the following treatments shall be considered accordingly:

- **Family-based Profiling.** A household contains more than one family...
  - ⇒ **Treatment #1:** In general, the profiling will be family-based; thus, each family will have to be separately profiled. However, the Enumerator has to be keen to observe the existing conditions within the household while doing the enumeration and interview.
  - ⇒ **Treatment #2:** In a household with two or more families, i.e. the nuclear (parents) with siblings plus another family of one of the siblings – with or without dependents – following shall be the considerations whether to separately profile the family or not:
    - \* If the nuclear family is living independently, this is considered one family profile
    - \* If the other families are living independently from the nuclear family – meaning: they are self-supporting – each independently-living family will have a separate family profile
    - \* If the other families are still dependently living with the nuclear family – meaning: the entire family is totally depending on the nuclear family for its daily subsistence in all basic needs – that family/ies will be treated as a dependent of the nuclear family; and thus will **not** be separately profiled
- **Independent Single Individuals.** A single individual is living separately in her/his own house within the community...
  - ⇒ **Treatment #1:** If this single individual whose age is between 18 – 39 years old owns her/his own house and is living independently from her/his family, but whose parents are still living within the same community and are not yet senior citizens of age, this single individual is **not separately profiled** but merged into the profile of her/his parents
  - ⇒ **Treatment #2:** If this single individual whose age is between 18 – 39 years old owns her/his own house and is living independently from her/his family, with living parents within the same community but are already senior citizens of age, this single individual is **not separately profiled** but merged into the profile of her/his parents, and can be considered as “Family Head” or the “Card Holder”



- ⇒ **Treatment #3:** If this single individual whose age is between 18 – 39 years old owns her/his own house within the same community; is living independently from her/his siblings who already have families of their own; and has no more living parents, this single individual **can be separately profiled** and can be considered as the “Card Holder”
- ⇒ **Treatment #4:** If this single individual is already 40 years old and above, owns her/his own house, and is living independently from her/his family within the same community –
- a) this single individual can be separately profiled and considered as “Card Holder”, apart from the profile of his living parent/s who are already senior citizens of age and also living independently in a separate house within the same community;
  - b) if the living parents of this single individual are completely dependent from her/him, even if they are living separately within the same community, this single individual can be considered as the Card Holder, with her/his senior citizen parents as her/his dependents;
  - c) if this single individual beyond 40 years old is still dependent on the support of his senior citizen parents, even if she/he is living in a separate house from his parents within the same community, s/he should not be separately profiled but still considered as dependent of her/his senior citizen parents; and finally,
  - d) this single individual must be separately profiled, especially if s/he has no more living parents and is not dependent on any other living family members for support and sustenance.
- **Common Law Spouses.** Cases may arise when partners have children of their own from the first nuptial, which they bring together in their present status as common-law partners, and they claim for separate cards.
 

⇒ **Treatment:** With or without children in their current cohabitation, they shall be considered as just one family, and either of them may declare to be considered as family head.
  - **Live-in Partners.** Cases may arise when the cohabiting partners are of the same sex, and are living with dependents: their adopted children / sisters or brothers / nephews or nieces and they claim to be one family as they are independently living in their own house.
 

⇒ **Treatment:** Considering gender sensitivities, they are profiled as a family with special condition, but the one considered as family head and card holder is the partner who is a bonafide resident of the community being profiled. If both, however, are bonafide residents of the community, the partner acting as the “mother” shall be considered as the card holder.
  - **Guardianship / Custody of Children.** Cases may arise when some children of a core family are under the custody or guardianship of their grandparents or other relatives in another barangay or municipality, especially for schooling reasons / purposes. During the enumeration, both the guardian and parents declare the child under their dependents; thus showing a double entry of the child in the data.
 

⇒ **Treatment:** There is an existing barangay ordinance in the locality declaring that once a resident stays in the community with uninterrupted residency for not less than 6 months, the resident shall be given barangay certification of residency therein. In both situations, this barangay

ordinance shall serve as guide. But ultimately, both the parents and those acting as guardian of the children must agree and have consent on the final profile status of the children.

- **Dual Permanent Residences.** A family owns another house and lot, apart from their presently-declared permanent residence – either in another barangay within the same municipality; or in another municipality or province in the country.
  - ⇒ **Treatment:** Let the family head decide where and which one s/he would consider as permanent residence, and profile them from that area. But what they usually declare as final permanent residency is the barangay where they are considered registered voters.
- **Solo Parent Issues.** If this person is a PWD and with children who are still minors: who will be the family head / card holder?
  - ⇒ **Treatment 1:** Conference this with the Barangay Council and MSDWO, to determine the following:
    - a) What kind of disability and how serious is the condition of the FH?
    - b) Who, then earns and works for the family to survive?
  - ⇒ **Treatment 2:** If the PWD is already bedridden and totally “disabled”, this should be known to the Barangay especially the BHWs, who assess such conditions and provide needed interventions to this family; thus that will be the basis for treatment of this case.
  - ⇒ **Treatment 3:** However, there are also PWDs who are still able and even working / earning for the family; thus this condition should not be an issue in coming for the card production.
  - ⇒ **Treatment 4:** If for instance, the solo/PWD family head still would like to claim her/his CARES Card, she/he can be accompanied by other family members or relatives during the validation
- **Senior Citizen or PWD with no family members:** who will claim her/his, CARES Card on his/her behalf?
  - ⇒ **Treatment 1:** If this individual is single, totally disabled, and is living dependently on any other family members for support and sustenance, must not be separately profiled and considered as the “Card Holder” but merged with the family taking care of her/him.
  - ⇒ **Treatment 2:** She/he can be merged into the profile of her/his family members (siblings) or other guardians who look after her/him
- **Non-relative person living with the family / household – (ex. nanny, driver):** would they be included as family members in the profile?
  - ⇒ **Treatment 1:** Case-to-case basis treatment:
    - a) If the said non-related person/s have long been staying with the family and/or would stay with them for life: YES, they should be included but tagged as “UNRELATED PERSON”
    - b) If the said non-related person/s stay with the family only on contractual basis: NO, considering their short length of stay.
  - ⇒ **Treatment 2:** Further Considerations:
    - a) If the house helper / driver own their house and lot and are permanent residents in the same community, they should be separately profiled; or



- b) Let the family head of the nuclear family decide as to whether or not include their house helpers living with them for years as family members (family head's discretion).

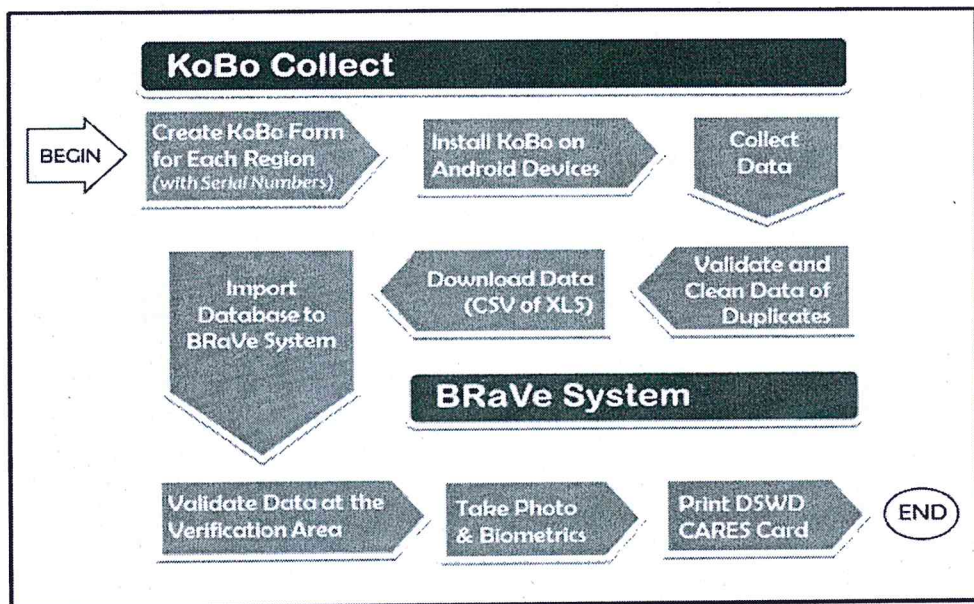
In cases where other special issues and concerns not noted herein may arise, and are beyond the capacity of the Enumerators or the Team Leaders to address, they shall elevate those noted concerns to the DVAPP FO Focal, or to the Program Manager.

**d) Data Consolidation and Management**

- After all collected data from the Kobo Collect forms have been gathered and deposited in the identified DSWD storage / warehouse / server, data cleansing and validation shall begin. This process will be facilitated by the Project ITOs together with the Team Leaders, with the constant monitoring of the Project Manager to ensure timeliness and validity of required deliverables.
- As need arises, when further validation and cleansing have to be conducted in the pilot barangays, Team Leaders together with the ITOs shall go back for scheduling and actual community validation, with the guidance and coordination of the Project Manager.
- The DSWD (Field and Central Offices), being the repository holder of all collected data, shall ensure data consolidation and storage with appropriate back-up system and redundancy. Likewise, the creation of an offline version of the online application and system.
- The DSWD shall ensure utmost privacy on all data of the profiled families.
- On the overall, the following diagram illustrates the DVAPP Process Flow – from the Enumeration, Data Consolidation, up to Card Production:

**The DVAPP Process Flow**

Following diagram reflects the DVAPP Process Flow:



*JAB*

### e) Post Deployment Conference

- After all enumeration and data cleansing works are done, the Project Manager shall spearhead and facilitate the conduct of a two-day Post Deployment Conference (PDC) for all Project Enumerators and LGU project collaborators.
- The PDC intends to assess the enumeration processes that have been carried out vis-à-vis the generated results; and to come up with solutions and strategies that would address gaps that surfaced during the enumeration process.

## 2) CARD PRODUCTION

From the cleansed, validated, consolidated and finalized respondents' data, the production of the DSWD Comprehensive Assistance for Disaster Response and Early Recovery Services (CARES) Card shall come next.

Among the features of this card are the photo of the card holder; a barcode number, which is at the same time the serial number of the family profile; the statement of purpose of the card, which is found at the back part; name and signature of the DSWD Regional Director; and the complete address and contact numbers of the concerned Field Office. As indicated at its back part, the DSWD CARES Card shall serve as official identification of the card holder – who stands / represents as the head of the family; and shall be used in claiming assistance from DSWD, especially those related to disaster response services. Stated thus:

*"This card shall serve as official identification of the Card Holder – who stands as, and/or represents the Head of the Family – for the purpose of claiming DSWD–COMPREHENSIVE ASSISTANCE FOR DISASTER RESPONSE AND EARLY RECOVERY SERVICES (CARES).*

*Any unauthorized transfer, alteration, falsification, and/or forgery of this card may result in appropriate disciplinary action. In addition, fraudulent or illegal use of this DSWD CARES Card may result in criminal charges and/or legal proceedings.*

*Lost and/or damaged card should immediately be reported to DSWD."*

Following are the steps and processes shall be carried out relative to the CARES Card Production:

### a) Technical Training

The DVAPP CO & FO Team, together with the IOM Partners, shall undergo hands-on training and dry-run on the actual operation of the equipment to be used in the production and distribution of the digitized family access cards. This training shall be spearheaded by the IOM, who provides for the software and hardware of this process.

In this training, the time-in-motion process shall be documented for guidance in the actual Card Production activities.

### b) Community Preparation for the Actual Card Production

The Project Manager, together with the DVAPP FO Focal, and with the cooperation of the Team Leaders, shall spearhead the planning and coordination works with the respective Barangay Local Government Units (BLGUs), in the following needed preparations:



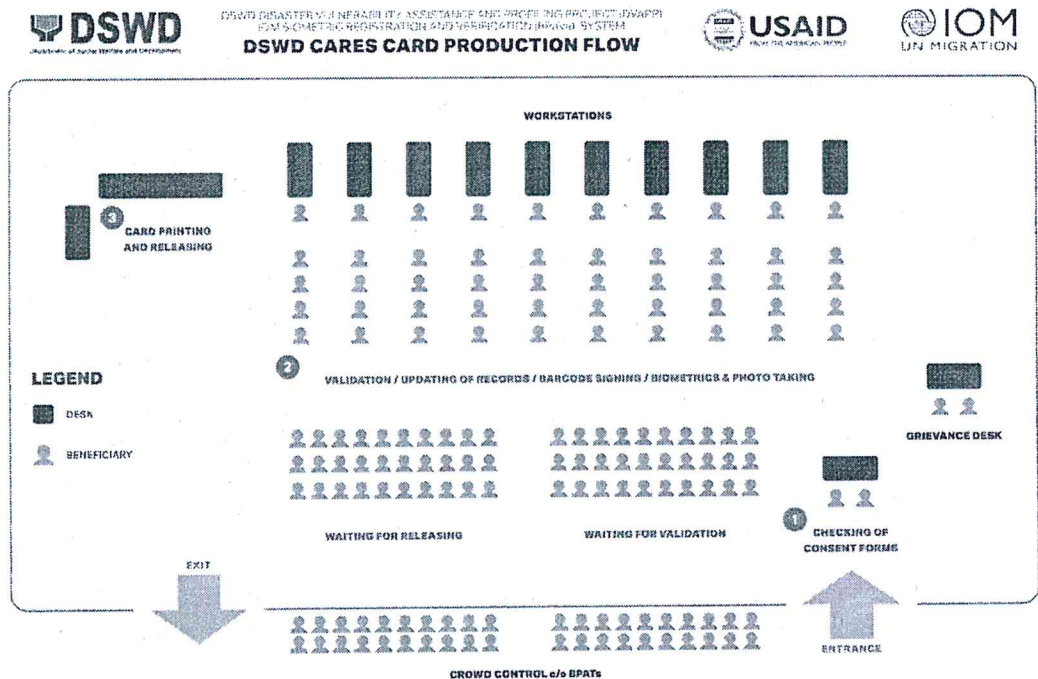
- i. Spacious, safe, and accessible venue for the Community to gather in an assembly for the Card Production
- ii. Community Assembly to discuss the process flow of the Card Production and Distribution
- iii. Security and Safety Plan and Manning Persons, inclusive of First Aid Measures
- iv. Courtesy / priority lane and waiting area for family heads who are older persons, persons with disability, and pregnant and lactating mothers
- v. Preparation for the physical set-up and other necessities such as sound system, tables, chairs, among others.

**c) Actual Card Production Process**

In general, the actual CARES Card Production process shall comprise the following steps, which shall be printed in tarpaulins and hung on conspicuous areas within the identified Card Production venue:

- i. Registration and Checking of Consent Form & Claim Stub
- ii. Grievance Desk, if there are Issues and Concerns to be addressed prior to Validation
- iii. Validation Process, Fingerprint Scanning and Photo-taking
- iv. Printing of DSWD CARES Card
- v. Release and Signing for receipt of DSWD CARES Card by the Card Holder

The actual CARES Card Production process is illustrated thus:



**3) PROJECT MANAGEMENT, SUPERVISION AND MONITORING**

- The DVAPP Project Manager, together with the FO DVAPP Focal, shall manage coordination and information dissemination to the Provincial / City /

*Handwritten signature/initials*

Municipal Local Chief Executives (LCEs) on the DVAP project implementation in their respective provinces / cities / municipalities;

- The Project Manager shall constantly monitor all Project Staffs to ensure timeliness and validity of required deliverables; and to facilitate addressing the needs and concerns that may arise during the project's pilot implementation
- The Project Manager shall serve as resource person and facilitator in the orientation of all project staff and stakeholders; and shall spearhead the planning for deployment of the project staffs.
- The Project Manager and ITOs shall conduct periodic monitoring and spot-checks on the enumerators and team leaders, to ensure that enumeration protocols and guidelines are followed.
- The Project Manager and FO DVAPP Focal shall conduct periodic monitoring on the ITOs for updates on the status of the database and server; and ensure data consolidation and storage with appropriate back-up system and redundancy
- The Project Manager and DVAPP FO Focal shall conduct regular meetings with Team Leaders
- The Project Manager and DVAPP FO Focal shall prepare and submit to the OUS-DRMG and DSWD Regional Director a bi-monthly monitoring report, consolidating the accomplishments and concerns that need to be addressed during the project implementation

### **C. POST-IMPLEMENTATION PHASE**

- Conduct of Project Appraisal by both the concerned FO and CO
- Enhancement of existing DVAPP Implementation Guidelines by the DVAPP CO Team, in consultation and coordination with the implementing FOs
- Preparation of Accomplishment and/or Documentation Reports by both the implementing FO DVAPP Staffs and CO DVAPP Staffs

## **VII. DATABASE MANAGEMENT**

### **A. DATA OWNERSHIP AND DATA SHARING**

- All DVAPP data derived from the enumeration shall remain a property of DSWD, and shall be securely kept and stored with utmost confidentiality, in accordance with Republic Act No. 10173 or the Data Privacy Act (DPA) of 2012 and its Implementing Rules and Regulations (IRR)
- In the interest of the official users on the DVAPP data in the BRaVeS, a Memorandum of Agreement shall be executed for data sharing purposes, primarily with the concerned LGUs relative to the data of their constituents gathered and stored in the DVAPP database. A template of this is found in Annex E.
- Any data sharing of the DVAPP data in the BRaVeS shall be bound by a notarized Memorandum of Agreement (MOA) on Data Sharing by the contracting parties.
- As the DVAPP data in the BRaVeS is available online, the sharing method reinforced by a MOA on Data Privacy and Data Sharing between the contracting





parties shall primarily be online, through various levels of access to be granted to the officially appointed Data Protection Officer of the sharing parties, by providing access to the uniform resource locator or URL of the data.

## **B. DATA PROTECTION AND DATA PRIVACY**

In accordance with RA 10173 or the DPA of 2012 and its IRR, the following provisions shall be taken into consideration:

- At all times, it will be DSWD's accountability to ensure utmost protection and security of the DVAPP data in the BRaVeS
- All DVAPP data in the BRaVeS will be kept confidential and will not be actively processed for any purpose.
- All provisions of RA 10173 shall be considered as read in the implementation of this Memorandum Circular (MC), and that the same principles of transparency, legitimate purpose and proportionality shall govern the implementation of this MC.
- It is of utmost primacy that the data subjects of this project can exercise their rights as stipulated in RA 10173 against contracting parties violating the MOA on Data Sharing and the Non-Disclosure Agreement, for the respective breach of their contractual obligations with regard to the data subject's personal data.

## **C. DATABASE UPDATING**

Growth always comes with change and development, which is inevitable in every society; thus, the reality that the existing DVAPP database changes and increases or decreases from time to time. To ensure that these changes are duly accounted for, the following updating procedures are set:

- The DVAPP database shall be updated once every after three years by the respective Field Offices, in coordination with the partner LGUs.
- The designated FO ITOs in charge of the DVAPP database and the designated FO Data Protection Officer shall work hand-in-hand with the duly appointed and designated LGU Data Protection Officer on data access, for updating of the DVAPP database
- The updates to the DVAPP database of each family profile stored at the FO data warehouse – which automatically goes to the CO data warehouse – shall be officially obtained from the MSWDOs, who shall obtain it in turn from the respective Barangay LGUs.
- In all stages and processes of this database updating, the DSWD shall ensure utmost privacy on all data of the profiled families.

## **VIII. FUND SOURCE, UTILIZATION, AND STATUS**

In general, the funding requirement of the project, herein referred to as the DVAPP, shall be sourced from the Disaster Fund of the Department. The utilization thereof shall be solely for the purpose herein stated, subject to the existing and applicable Budget, Accounting and Auditing Rules and Regulations.

### **A. On Cost of Service**

- 1) The Cost of Service (COS) shall be output-based; hence, the Daily Time Record is not required. Claim for COS shall be supported by duly accomplished form,



showing the number of completely profiled families in a given day / week. The **Project Development Officer I (PDO I)** will be hired as **Enumerators**.

- a) The COS shall be paid in full, provided that the minimum of completely profiled 220 families per month for non-GIDA communities and 110 families per month for GIDA communities, respectively, have been met. Hence, the respective required daily output of completely profiled families of 10 for non-GIDA communities and 5 for GIDA communities shall be the basis of weekly payment for each Enumerator.
  - b) In cases that the Enumerator is assigned in a GIDA community, this has to be duly supported with a certification from the Local Government Unit (LGU) stating the same.
  - c) For output below the daily requirement, the Enumerator may fill-up the said deficiency during the succeeding days within the given pay week.
  - d) The daily rate shall be based on 22 working days: that is, monthly contract pay rate divided by 22 working days (Monday to Friday).
  - e) Authorized trainings attended / travels by Enumerators shall be considered one (1) full day output, and shall be compensated accordingly. However, authorization, certificate of attendance, and proof of travels shall be required, among others, as documentary requirements / attachments to payroll.
  - f) The additional COS shall be determined and only be paid upon completion of the monthly required number of families profiled. Similarly, additional COS will be allowed to address the deficiency on the completion of set targets towards the last week of the enumeration period.
- 2) Computation for the cost of service and additional cost of service (overtime) for **PDO V, ITO II, ITO I, PDO II, AO II, and AA III** will follow the existing procedure for the cost of service of MOA/JO workers at the Central Office and in the respective DSWD Field Offices.

## **B. On Financial Status Reports**

The DRMB shall submit periodic financial reports required by the Finance and Management Service for onward submission to the Management, oversight agencies, and other stakeholders / interested parties.

## **IX. INSTITUTIONAL ARRANGEMENTS**

### **1) DSWD CENTRAL OFFICE**

#### **a) DRMG (Project Management Team)**

- Finalize the contents and data collection processes for the DVAPP Profiling Tool (Annex A)
- Monitor implementation of the project
- Conduct Project PDC and Project Appraisal with the implementing DSWD FOs and LGUs
- Ensure DVAPP Team's final project documentation report
- Allocate fund for the implementation of the DVAPP



b) DRMG DVAPP CO Team

- Facilitate the DVAP project orientation meetings, training and workshops
- Provide technical assistance and resource augmentation (TARA) to implementing FOs as needed and called for
- DVAPP PM to supervise and monitor implementation of the project
- DVAPP ITOs to ensure availability, functionality, and security of all hardware and software requirements and equipment of the project
- Facilitate the conduct of project PDC and PREW with the implementing DSWD FOs and LGUs
- Craft and enhance the DVAPP Operations Handbook
- Provide and facilitate crafting and vetting of a Memorandum of Agreement (MOA) on Data Sharing between DSWD and the implementing LGUs
- Produce the final project documentation report
- Manage the entire project implementation, including hiring / assigning of human resource requirements of the project at the CO level.

c) ICTMS

- Assist in the provision of the DVAPP data consolidation and storage, with appropriate back-up system and redundancy.
- Create and/or generate automated profiling system aligned on the contents of the profile form.
- Ensure / maintain database of the LGU profile
- Attend in the conduct of meetings, consultation dialogue and PREW

d) Pantawid Pamilya NPMO

- Mobilize Parent Leaders (PLs) in the barangay level to assist DVAPP Enumerators in the profiling activity.
- Attend in the conduct of meetings, consultation dialogue and PREW

e) NHTO, PDPB, KALAHI-CIDDS

- Engagement and coordination for integration and harmonization of other related tools and instruments in enumeration / data gathering / data management and integration.

**2) DSWD FIELD OFFICE**

- Assign a Regional counterpart to be the DVAPP FO Focal to work with the CO PM for oversight of the entire project implementation in the identified pilot areas in the region
- Manage the hiring of DVAPP FO human resource requirements for the project
- Mainstream and facilitate finance, human resource, and admin-related needs and concerns of the project, i.e. procurements, hiring, salaries, etc. to ensure liquidation of program and administrative expenditures
- Engage the DRMD and ICTMU of the FO in related project requirements during the implementation
- Allocate space for office of the core project staff, preferably with lodging provision for some CO project staff in the FO; or assist in the procurement of such space, if funds allow.



- Under the Disaster Response Management Division –
  - Integrate and supervise / manage the hired DVAPP Field Office Team Leaders, Enumerators and Admin Staffs
  - Facilitate the conduct of consultation and coordination meetings with the target LGUs
  - Facilitate the conduct of DVAPP PREW
  - Monitor Enumerators and Team Leaders in field deployment and their output

### **3) LOCAL GOVERNMENT UNITS**

- Attend consultation meetings on the DVAPP
- Support implementation of the Project through the Municipal Social Welfare and Development (MSWD) and Municipal Disaster Risk Reduction, Management Office (MDRRMO) and Liga ng mga Barangay
- Inform and follow-up concerned Barangay Chairpersons on the implementation of the Project
- Provide available logistic support to the project and help ensure safety and security of both project implementers and project equipment and supplies
- Assign a Local DVAPP counterpart, who shall provide assistance to the DSWD Enumerators, in coordination with the BLGUs; and shall guide the Enumerators in far-flung or GIDA communities
- Attend in the conduct of Project Appraisal
- Maintain database of the LGU

## **X. PROJECT MONITORING AND EVALUATION**

The DSWD CO DVAPP PM and FO DVAPP Focal will conduct field monitoring and validation in the entire implementation phase of the project. DSWD DVAPP CO Staffs shall provide technical assistance to the concerned LGUs and Project Enumerators to ensure compliance to project timelines. At the end of the project implementation, a Project Appraisal will be conducted to assess and identify project output along with the gaps and challenges and identified recommendations and suggestions for project development. Likewise, there shall be submission of accomplishment / narrative report to PDPB for Project Monitoring and Evaluation.

## **XI. OTHER ARRANGEMENTS**

Upon enactment of effectivity of this MC, a Handbook of Operations detailing the implementation of the provisions stipulated in this MC shall be prepared and published by the OUSDRMG. This shall serve as guidance for further nationwide project replication.

## **XII. REFERENCES**

Following annexes are attached for reference purposes:

- 1) DVAPP Confidentiality and Non-Disclosure Agreement (Annex A)
- 2) Respondent's Consent Form (Annex B)
- 3) DSWD CARES Card Digitized Intake Form and Fill-out Instructions (Annex C)
- 4) The KoBo Collect Form (Annex D)
- 5) Template MOA on Data Sharing with LGUs (Annex E)

*JAB*

**XIII. EFFECTIVITY**

This MC shall take effect immediately and shall continue to be effective unless rescinded. Previous issuances, office orders inconsistent herewith are hereby revoked and/or amended accordingly.

Issued this 21 day of October <sup>2020</sup> in Quezon City, Philippines.

  
**ROLANDO JOSELITO D. BAUTISTA**  
Secretary, DSWD

Certified True Copy:

  
**MYRNA H. REYES**  
OIC-Division Chief  
Records and Archives Mgt. Division

21 OCT 2020

**DISASTER VULNERABILITY ASSESSMENT AND PROFILING PROJECT (DVAPP)  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “CNDA”) is entered into between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a government agency with office located at DSWD Building, Batasan Pambansa Complex, Quezon City, Metro Manila, represented by **UNDERSECRETARY FELICISIMO C. BUDIONGAN** of the Office of the Undersecretary for Disaster Response Management Group (DSWD);

– and –

**MR. CLYDE JORLAN R. QUINTO**, of legal age, Filipino, and with residence at #102 Lower East, Purok 4, Camp 7, Baguio City (the “**Personal Information Processor**”);

**WITNESSETH:**

**WHEREAS**, the **First Party** is mandated under the Administrative Code of 1987 to provide a balanced approach to welfare whereby the needs and interests of the population are addressed not only at the outbreak of crisis but more importantly at the stage which would inexorably lead to such crisis, which strategy requires providing an integrated welfare package to its constituents on the basis of their needs and coordinating the service facilities required from such departments or agencies, governmental and non-governmental, which can best provide them;

**WHEREAS**, in order to fulfill its mandate and objectives, the Administrative Code of 1987 directs the **First Party** to formulate, develop and implement plans and projects in the field of social welfare and development, identify and deliver appropriate interventions, provide consultative and information services to institutions and organizations involved in social welfare activities;

**WHEREAS**, cognizant of DSWD’s mandate in Disaster Response per RA 1012, the **First Party** is mandated to provide assistance in times of disasters and calamities, to other national government agencies (NGAs), local government units (LGUs), non-government organizations (NGOs), peoples’ organizations (POs), and members of civil society in the implementation of programs, projects and services that will assist the disadvantaged individuals, families and communities during National State of Emergency or Calamity, to alleviate poverty and empower disadvantaged individuals, families, and communities to improve their quality of life;

**WHEREAS**, in view of this mandate, the **First Party** under its Disaster Response Management Group has conceived is and implemented the Disaster Vulnerability Assessment and Profiling Project (DVAPP), which aims to gather personal information of all families in all barangays in each municipality thru the Kobo Collect; and issue a DSWD CARES (Comprehensive Assistance for disaster Response and Early recovery Services) Card under the Biometrics Registration and Verification (BRaVe) System of the

International Organization for Migration (IOM), as its partner in this project, thru a DSWD-IOM Cooperation Agreement of 2019;

**WHEREAS**, in gathering personal information, 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 and its Implementing Rules and Regulations;

**WHEREAS**, National Privacy Commission (NPC) Circular 16-02 provides the rules governing data sharing agreements involving government agencies;

**WHEREAS**, the services of the **Second Party** has been contracted by the **First Party** as Enumerator / Team Leader / Validator / **Information Technology Officer (ITO)** / Project Manager for the implementation of the DVAPP;

**WHEREAS**, in view of the current Duties and Responsibilities of the **Second Party**, as stated in her/his employment contract with the First Party, has privileged access to DVAPP data collection process, applications, systems, other equipment, and files that contain records and information of the enumerated Families; and shall be allowed secured access to the DVAPP database maintained by the First Party, which are private and confidential in nature. The **Second Party**, as the *data collector and validator* is entrusted with the privileged access and encounter, and has access to sensitive, confidential or proprietary information, whether or not it is labeled or identified as such. It is mutually understood that all records / data / information accomplished and received by the **Second Party** related to the DVAPP is a property of the First Party.

**WHEREAS**, the **Second Party** agrees that confidential information is, and shall remain, the property of First Party for the purpose of this CNDA. In particular, each Party acknowledges and confirms that the First Party retains all Intellectual Property Rights and/or is licensed to use the Intellectual Property Rights of a Third Party with Confidential Information, including Intellectual Property Rights in materials produced by the Second Party relating to the Confidential Information of First Party; and nothing in this Agreement shall be construed as granting to or conferring on the Second Party any license or, not limited to, other rights, titles, interests in the Confidential Information or under any intellectual property now or subsequently owned, licensed to or controlled by First Party, except as expressly stated in this CNDA;

**WHEREAS**, the **Second Party** agrees that she/he will only use and access information available to her/him in the course of her/his duties, and not to engage in any activity that conflicts with the interest of the First Party, nor convey, sell or use any access to information available to her/him, and provide information to others engaged in any activity that conflicts the interest of the First Party. With respect to the DVAPP's data, forms, systems, network, records, files, electronic mail and other information, the **Second Party** agrees that she/he will treat all as confidential information, and as such, respects the privacy of users, the integrity of the systems, and other related physical resources, and she/he will:

- 1) Access, copy, or store data solely in performance of her/his official responsibilities, limiting perusal of contents and actions taken to the least necessary to accomplish the task;
- 2) Copy or store data or information only with the First Party's consent and only to complete a specified task, and only to copy and store user data enough to complete the specified task;
- 3) Not seek personal benefit or permit others to benefit personally from any data or information that has come to her/ through her/his work assignments;
- 4) Not make or permit her/him unauthorized use of any information in the First Party's information systems or records;
- 5) Not enter, change, delete or add data to any information system or file outside of the scope of her/his responsibilities;
- 6) Not intentionally or knowingly, or cause to be included in any form, record or report, a false, inaccurate or misleading entry;
- 7) Not intentionally or knowingly alter or delete, or cause to be altered or deleted from any forms, records, report or information system, a true and correct entry;
- 8) Not intentionally or knowingly alter, change, delete or add codes to any information system or similar systems deployed in any servers by the Project Management;
- 9) Not release First Party's data other than what is required for the completion of her/his job responsibilities;
- 10) Not exhibit or divulge the contents of any record, file or information system to any person except as required for the completion of her/his job responsibilities;
- 11) Take every reasonable precautions to prevent unauthorized access to forms, passwords, user identifications, or other information that is used to access the First Party's information systems or records;
- 12) Limit access to information contained in or obtained from the forms or systems to authorized persons; and
- 13) Be prohibited to use and access personal USB, electronic mail and social networking sites while in the performance of his official responsibilities.

### **GENERAL PROVISIONS**

- 1) The Parties agree that the provisions of RA 10173 shall be considered as read into this CNDA, and that the same principles of transparency, legitimate purpose and proportionality shall govern the implementation of this CNDA. Each Party shall be liable for the violation of pertinent provisions of RA 10173 and may be penalized as stipulated in Sections 25 – 37, Chapter VIII of the Act.
- 2) Failure of the Second Party to comply with the terms of this CNDA or breach of confidential information shall be subject to court litigation in accordance with Sections 28, 29, 31, 32, and 33 of Republic Act No. 10173 or the "Data Privacy Act of 2012". Furthermore, the First Party shall be entitled to recover costs and reasonable attorney's fees from the Second Party.
- 3) The Parties agree that a data subject shall have the right to enforce her or his rights as stipulated in RA 10173 against either Party, for their respective breach of their contractual obligations with regard to the data subject's personal data. In cases involving allegations of breach by the Second Party, the data subject must first directly enforce her or his rights against the Second Party. If the Second Party does not take appropriate action within reasonable period (which under normal circumstances would



be one month) the data subject may then request the First Party to take appropriate action to enforce her or his right against the Second Party.

- 4) The Second Party agrees to the foregoing terms and conditions and that this CNDA remains in effect continuously even after termination of employment. She/He further agrees that, upon employment termination with the First Party, she/he will not keep in her/his possession, recreate or deliver to anyone else, any confidential, sensitive, or proprietary information, whether or not it is labeled as such, acquired while employed by the First Party.
- 5) The Parties involved may withdraw from this CNDA only if the Second Party surrenders to the First Party all credentials, documents, information, and data.
- 6) Either Party may be entitled to terminate this CNDA in the event of breach of obligations under the same. The Parties agree, however, that the termination of this CNDA at any time, in any circumstance, and for whatever reason, does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred and shared.

In the event of termination of this CNDA, the Second Party must ensure that the shared DVAPP data in the BRaVe system will be kept confidential and will not be actively processed for any purpose.

Breach of any clause of this CNDA and the provisions of the Data Sharing and Privacy Policies and Guidelines of the First Party shall mean the immediate termination of this CNDA and the blacklisting of the Second Party from further usage of any data from the DVAPP data and information.

**IN WITNESS WHEREOF**, the Parties have hereto caused this CNDA to be signed in their respective names at \_\_\_\_\_, Republic of the Philippines, as of the day and year written above.

**FELICISIMO C. BUDIONGAN**

Undersecretary, DRMG

(First Party)

**CLYDE JORLAN R. QUINTO**

Personal Information Processor

(Second Party)

Signed in the Presence of:

**CLIFFORD CYRIL Y. RIVERAL**

Director IV, DRMB

**REY E. MARTIJA**

OIC Division Chief, DROMIC

## ACKNOWLEDGEMENT

Republic of the Philippines)  
Quezon City ) S.S.

BEFORE ME, a Notary Public at Quezon City, Philippines, personally appeared the following:

<u>NAME</u>	<u>VERIFIED EVIDENCE OF IDENTITY</u>
1. FELICISIMO C. BUDIONGAN	DSWD ID No. _____
2. CLYDE JORLAN R. QUINTO	DSWD ID No. <u>19-0354</u>

known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed, as well as the free act and deed of the agency / organization they represent.

This instrument that consists of five (5) pages – including this page where this Acknowledgement is written; is signed by the Parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_, Republic of the Philippines.

\_\_\_\_\_  
NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.



KAL-00001-2018

### RESPONDENT'S CONSENT FORM

In compliance with Republic Act No. 10173 or the Data Privacy Act (DPA) of 2012 and its Implementing Rules and Regulation (IRR), I hereby agree and give my consent to DSWD to collect, use, process, update, store, and disclose my personal information. Further, I authorized the DSWD for controlled disclosure or transfer of my personal data to its development partners, evaluation firms, academe and other stakeholders in accordance with the Data Sharing Protocols of the Program and the provisions of the DPA of 2012.

\_\_\_\_\_  
Name and Signature of Respondent

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Signature of Enumerator

Date: \_\_\_\_\_



Claim Stub No.	<b>KAL-00001-2018</b>
Family Head	
Spouse	
Brgy. Address	
Date Enumerated	

## The DSWD CARES DIGITIZED INTAKE FORM

### CONTENTS AND FILL-OUT INSTRUCTIONS

#### “COMPREHENSIVE ASSISTANCE FOR DISASTER RESPONSE AND EARLY RECOVERY SERVICES”

For proper guidance, and to ensure that all fields in this Intake Form are properly and completely filled, the following instructions are laid down to aid the Users. The “Actions Required” guide the Users on how to fill-out the identified items. **DROPDOWN** means that selections to choose from are readily available; **FILL-OUT** means that the User has to encode the particular responses; while the **SYSTEM-GENERATED** actions means that the inputs will automatically appear in the response fields once relative data pertaining to the items are already filled. The **REMARKS** means that further description or information have to be provided. Selections for the DROPDOWN are detailed in the accompanying Checklist to aid the choices.

ITEMS	ACTION REQUIRED			
	DROPDOWN	FILL-OUT	SYSTEM-GENERATED	REMARKS
Date of Enumeration		✓		
Enumerator		✓		
Serial Number			✓	
Size of Family			✓	
Evacuation Center		✓		
<b>PRESENT ADDRESS:</b> Region	✓			
Province	✓			
District	✓			
City / Municipality	✓			
Barangay	✓			
Status of House Ownership	✓			
<b>PERMANENT ADDRESS:</b> Region	✓			
Province	✓			
District	✓			
City / Municipality	✓			
Barangay	✓			
Status of House Ownership	✓			
<b>FAMILY HEAD:</b> Nationality	✓			
Surname		✓		
First Name		✓		
Middle Name		✓		
Extension Name		✓		
Sex: Male / Female	✓			
Date of Birth: Month	✓			
Day	✓			
Year	✓			
Age			✓	
Highest Educational Attainment	✓			
Skills / Interests		✓		
Health Condition / Disability <sup>7</sup> 9. Multiple Disabilities [specify] Remarks	✓	✓		✓
Religion / Faith Denomination	✓			
Contact Number		✓		
Identification Document Type	✓			

<sup>7</sup> Based on DOH Disability Classification, referenced from the UN Convention on the Rights of Persons with Disabilities & Magna Carta for PWDs

ITEMS	ACTION REQUIRED			
	DROPDOWN	FILL-OUT	SYSTEM-GENERATED	REMARKS
ID Number		✓		
Occupation <sup>8</sup>	✓			
Monthly Net Income	✓			
Monthly FAMILY Net Income			✓	
IP Ethnic Group	✓			
Non-IP	✓			
Living in GIDA: Yes / No	✓			
Beneficiary of Other DSWD Programs & Services: Yes / No	✓			
4Ps	✓			
4P's ID #		✓		
Social Pension	✓			
SocPen ID #		✓		
SLP	✓			
Others	✓			
Specify		✓		
<b>FAMILY MEMBER<sup>9</sup></b> Nationality	✓			
Surname		✓		
First Name		✓		
Middle Name		✓		
Extension Name		✓		
Relationship to Family Head	✓			
Sex: Male / Female	✓			
Date of Birth: Month	✓			
Day	✓			
Year	✓			
Age			✓	
Highest Educational Attainment	✓			
Skills / Interests		✓		
Religion / Faith Denomination	✓			
Contact Number		✓		
Identification Document Type	✓			
ID Number		✓		
Occupation <sup>2</sup>	✓			
Monthly Net Income	✓			
IP Ethnic Group	✓			
Non-IP	✓			
Health Condition / Disability <sup>1</sup> 9. Multiple Disabilities [specify] Remarks	✓	✓		✓
Living in GIDA: Yes / No	✓			
Beneficiary of Other DSWD Programs & Services: Yes / No	✓			
4Ps	✓			
4P's ID #		✓		
Social Pension	✓			

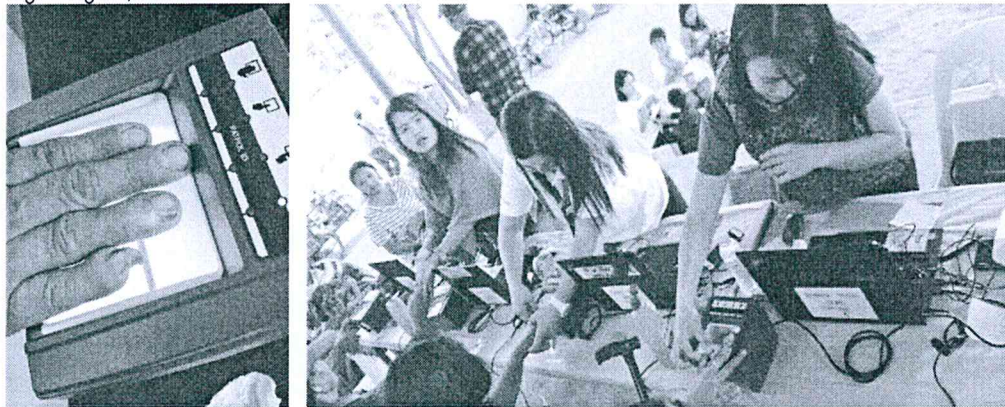
<sup>8</sup> Based on the PSA 10 Major Standard Occupational Classifications

<sup>9</sup> All these Info will be taken per Family Member

ITEMS	ACTION REQUIRED			
	DROPDOWN	FILL-OUT	SYSTEM-GENERATED	REMARKS
SocPen ID #		✓		
SLP	✓			
Others Specify	✓	✓		
<b>HOUSING CONDITIONS (at the PERMANENT ADDRESS)</b>				
Ownership	✓			
Type of House	✓			
Location of the House	✓			
Type of WASH Facility	✓			
Water Supply Source	✓			
Power Source	✓			
Light Source	✓			
Extent of Residential Damage	✓			
<b>LIVELIHOOD ASSESSMENT</b>				
Livelihood of the affected family / individual before calamity		✓		
Damaged / destroyed livelihood assets of the affected family / individual during the onslaught of the disaster		✓		
Livelihood plans / proposals of the affected family / individual		✓		
Reason/s of the affected family / individual's choice for the proposed livelihood plan cited above		✓		✓
Others: (any other plans which may not be covered above)		✓		✓
<b>Effects of Calamity to SOURCE OF INCOME</b>				
Employment	✓			
Specify		✓		
Employer / Company		✓		
Business / Livelihood	✓			
Specify		✓		
Business Name		✓		
Others	✓			
Specify		✓		
Specify		✓		
<b>VULNERABILITY INDEX</b>				
<b>Primary Indicators (Score 2 for Yes and 0 for No)</b>			✓	
Is the total monthly household income equal to or below Php 10,000?	✓			
Is the head of the household a PWD?	✓			
Is the household headed by a solo parent?	✓			
Is the household headed by a single person?	✓			
Is the household headed by an elderly/older person?	✓			
Is the household headed by a minor?	✓			
Does the household lack the capacity for house repair?	✓			
Does the household have more than 2 families?	✓			
<b>Secondary Indicators (Score 1 for Yes and 0 for No)</b>			✓	
Are there pregnant and/or lactating women?	✓			
Are there members of the household aged 0 to 6?	✓			
Are there members of the household aged 7 to below 18?	✓			
Are there members of the household 60 years and above?	✓			
Are there members of the household with chronic disease or current illness?	✓			
Are there members of the household needing special assistance or with limiting conditions?	✓			

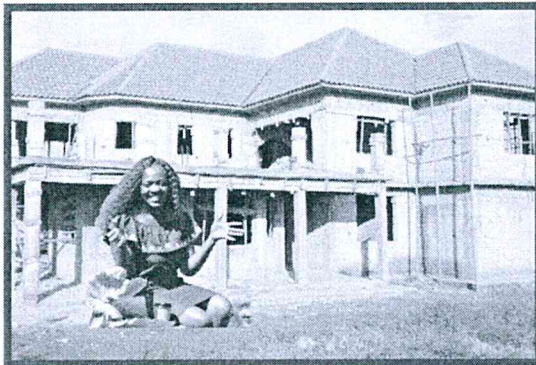
ITEMS	ACTION REQUIRED			
	DROPDOWN	FILL-OUT	SYSTEM-GENERATED	REMARKS
Are there PWD <sup>1</sup> members of the household?	✓			
Does the household host orphaned child(ren), caregiver of relative's children, host to homeless family?	✓			
<b>Total Vulnerability Index Score</b> (Note: the higher the score, the higher the household's vulnerability)			✓	

**Biometrics Registry** (to be taken during Card Production activity): Ten fingers are registered and saved in the biometrics machine: 4 left fingers; 4 right fingers; 2 thumbs.

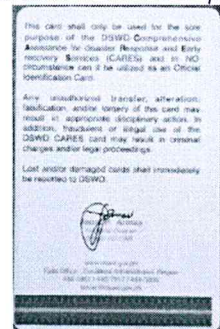
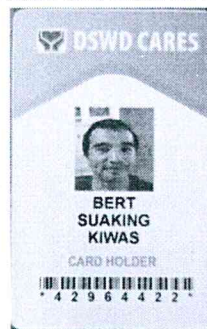


**Photo Taking: to be taken twice**

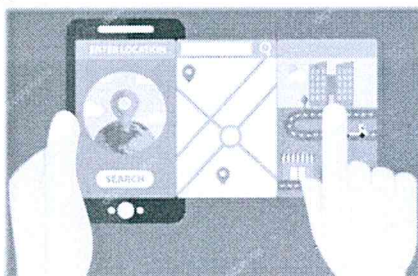
- 1) to be taken with their current address as background during the enumeration – current shelter background will be needed as reference for shelter assessment after a disaster



- 2) to be taken during Card Production activity – photo of the Card Holder is taken and saved for the CARES Card to be printed



**Geo-tagging** (at the current address)

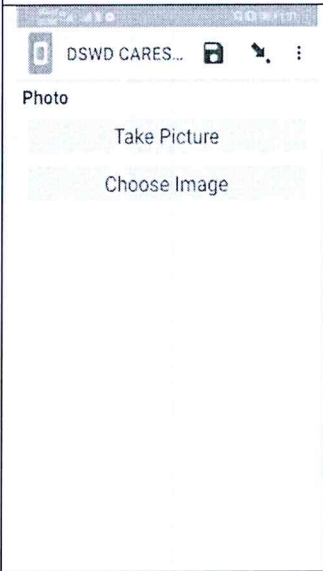
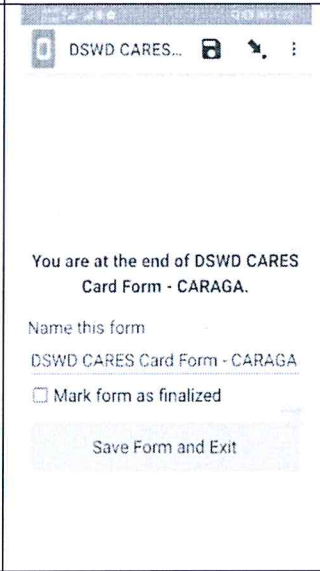


The KoBo Collect Form. Following are the contents and order of collection process in the Kobo Collect:

1	2	3	4
<p>DSWD CARES... Consent Form Get Barcode</p>	<p>DSWD CARES... Consent Form Serial Number - Manual Entry</p>	<p>DSWD CARES... Enumerator Details * Team  <input type="radio"/> Team 1  <input type="radio"/> Team 2  <input type="radio"/> Team 3  <input type="radio"/> Team 4  <input type="radio"/> Team 5  <input type="radio"/> Team 6  <input type="radio"/> Team 7  <input type="radio"/> Team 8  <input type="radio"/> Team 9  <input type="radio"/> Team 10</p>	<p>DSWD CARES... Enumerator Details * Name of Enumerator  <input type="radio"/> ANTECRISTO, REBECA L.  <input type="radio"/> ANTOQUE, MIKE B.  <input type="radio"/> CABAHUG, HARRVEY S.  <input type="radio"/> CASSION, MARJURIE S.  <input type="radio"/> DAVID, ROWENA M.  <input type="radio"/> DIOLA, CATHERINE J.  <input type="radio"/> MAHINAY, ARMEL S.  <input type="radio"/> SALO, JENESSA VERNA B.  <input type="radio"/> SEVILLEN0, ALEX JR. L.</p>
5	6	7	8
<p>DSWD CARES... Present Address  * Region  <input type="radio"/> Caraga  * Province  <input type="radio"/> Surigao Del Norte  * City / Municipality  <input type="radio"/> Mainit  District  District 2  * Barangay  <input type="radio"/> Binga  <input type="radio"/> Bobona-on  <input type="radio"/> Cantugas  <input type="radio"/> Dayano  <input type="radio"/> Mabini  <input type="radio"/> Magpayang  <input type="radio"/> Magsaysay  <input type="radio"/> Mansayao  <input type="radio"/> Marayag  <input type="radio"/> Matugan</p>	<p>DSWD CARES... Permanent Address  * Region    * Province    * City / Municipality    District    * Barangay  </p>	<p>DSWD CARES... Family head - Name of family head  * Surname    * First name    * Middle name    * Suffix  N/A</p>	<p>DSWD CARES... Family Head &gt; Family head details  * Sex  <input checked="" type="radio"/> Male  <input type="radio"/> Female  * Date of birth  Select date  Nov 16, 1985  * Contact number    * Occupation  Select One Answer    * Monthly Net Income (PHP)  Select One Answer</p>
9	10	11	12
<p>DSWD CARES... Family Head &gt; Family head details  * Religion / Faith Denomination  <input type="radio"/> Anglican  <input type="radio"/> Roman Catholic  <input type="radio"/> Christian  <input type="radio"/> Iglesia ni Cristo  <input type="radio"/> Animisim(Spiritist)  <input type="radio"/> Islam  <input type="radio"/> Buddhism  <input type="radio"/> Atheist  <input checked="" type="radio"/> Others</p>	<p>DSWD CARES... Family Head &gt; Family head details  * Indigenous Person  <input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>DSWD CARES... Family Head &gt; Family head details  * If YES, ethnic group  <input type="radio"/> Aeta  <input type="radio"/> Applai  <input type="radio"/> Bago  <input type="radio"/> Balangao  <input type="radio"/> Banwaon  <input type="radio"/> Bontoc  <input type="radio"/> Higa-onon  <input type="radio"/> Ibaloi  <input type="radio"/> Ibanag  <input type="radio"/> I-Butbut  <input type="radio"/> I-Guilayon  <input type="radio"/> I-Limos  <input type="radio"/> I-Salegseg  <input type="radio"/> Kalagan  <input type="radio"/> Kamayo  <input type="radio"/> Mamanwa  <input type="radio"/> Ifugao  <input type="radio"/> Itawes</p>	<p>DSWD CARES... Family Head &gt; Family head details  * Living in Geographically Isolated and Disadvantaged Area (GIDA)  <input checked="" type="radio"/> Yes  <input type="radio"/> No</p>



<p>13</p> <p>DSWD CARES...</p> <p>Family Head &gt; Family head details</p> <p>* Beneficiary of other DSWD assistance</p> <p><input type="checkbox"/> 4Ps</p> <p><input type="checkbox"/> SLP</p> <p><input type="checkbox"/> Others</p> <p><input type="checkbox"/> None</p>	<p>14</p> <p>DSWD CARES...</p> <p>Housing Conditions (at the Permanent Address)</p> <p>* Ownership</p> <p><input type="radio"/> House and lot owner</p> <p><input type="radio"/> Rented house and lot</p> <p><input type="radio"/> House owner and lot renter</p> <p><input type="radio"/> House owner, rent-free lot with owner's consent</p> <p><input type="radio"/> House owner, rent-free lot without owner's consent</p> <p><input type="radio"/> Rent-free house and lot with owner's consent</p> <p><input type="radio"/> Rent-free house and lot without owner's consent</p> <p><input type="radio"/> Sharer</p> <p><input type="radio"/> Informal Settler</p> <p><input type="radio"/> Other</p>	<p>15</p> <p>DSWD CARES...</p> <p>Housing Conditions (at the Permanent Address)</p> <p>* Type of house</p> <p><input type="radio"/> Concrete</p> <p><input type="radio"/> Semi-concrete</p> <p><input type="radio"/> Light materials</p>	<p>16</p> <p>DSWD CARES...</p> <p>Housing Conditions (at the Permanent Address)</p> <p>* Type of water and sanitation (WASH) facility</p> <p><input type="radio"/> Water-sealed</p> <p><input type="radio"/> Closed pit</p> <p><input type="radio"/> Open pit</p> <p><input type="radio"/> Other</p> <p><input checked="" type="radio"/> None</p>
<p>17</p> <p>DSWD CARES...</p> <p>Housing Conditions (at the Permanent Address)</p> <p>* Water supply</p> <p><input type="radio"/> Faucet system</p> <p><input type="radio"/> Tubed pipe</p> <p><input type="radio"/> Dug well</p> <p><input type="radio"/> Natural sources</p> <p><input type="radio"/> Other</p>	<p>18</p> <p>DSWD CARES...</p> <p>Housing Conditions (at the Permanent Address)</p> <p>* Location of the house</p> <p><input type="radio"/> Beside the river / creek / sea</p> <p><input type="radio"/> At the mountain slopes</p> <p><input type="radio"/> In GIDA</p> <p><input type="radio"/> Other</p>	<p>19</p> <p>DSWD CARES...</p> <p>Source of Light and Power</p> <p>* Source of light</p> <p><input type="radio"/> Electricity (e.g., bulb, fluorescent)</p> <p><input type="radio"/> Generator</p> <p><input type="radio"/> Kerosene Lamp (gasera)</p> <p><input type="radio"/> Other</p>	<p>20</p> <p>DSWD CARES...</p> <p>Source of Light and Power</p> <p>* Source of electrical power</p> <p><input type="radio"/> Electricity</p> <p><input type="radio"/> Generator</p> <p><input type="radio"/> Other</p>
<p>21</p> <p>DSWD CARES...</p> <p>* Extent of residential damage</p> <p><input type="radio"/> Total</p> <p><input type="radio"/> Partial</p> <p><input type="radio"/> Other</p>	<p>22</p> <p>DSWD CARES...</p> <p>Damage related to source of income</p> <p>* Damage related to source of income</p> <p><input type="checkbox"/> Employment</p> <p><input type="checkbox"/> Business / livelihood</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> None</p>	<p>23</p> <p>DSWD CARES...</p> <p>Vulnerability Index &gt; Primary Indicators</p> <p>* Is the total monthly family income equal to or below Php 10,000?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>Remarks</p> <p>* Is the head of the family a person with disability (PWD)?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>Remarks</p> <p>* Is the family headed by a solo parent?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>Remarks</p>	<p>24</p> <p>DSWD CARES...</p> <p>Vulnerability Index &gt; Secondary Indicators</p> <p>* Are there pregnant and/or lactating women?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>Remarks</p> <p>* Are there members of the family aged 0 to 6?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>Remarks</p> <p>* Are there members of the family aged 7 to below 18?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>Remarks</p>

25	26
 <p>DSWD CARES...</p> <p>Photo</p> <p>Take Picture</p> <p>Choose Image</p>	 <p>DSWD CARES...</p> <p>You are at the end of DSWD CARES Card Form - CARAGA.</p> <p>Name this form</p> <p>DSWD CARES Card Form - CARAGA</p> <p><input type="checkbox"/> Mark form as finalized</p> <p>Save Form and Exit</p>

## MEMORANDUM OF AGREEMENT

*between the*

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**

*and the*

**MUNICIPAL GOVERNMENT OF TUBLAY, BENGUET**

### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT**, hereinafter referred to as MOA or Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ at Baguio City, Philippines, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE CORDILLERA ADMINISTRATIVE REGION (FO CAR)**, a national government agency created and existing under the laws of the Republic of the Philippines, with office at #40 North Drive, Baguio City, Philippines, herein represented by **DIR. LEO L. QUINTILLA** in his capacity as the **OIC Regional Director**, and hereinafter referred to as **First Party**;

and

The **MUNICIPAL GOVERNMENT OF TUBLAY, BENGUET – MUNICIPAL LOCAL GOVERNMENT UNIT (MLGU)**, with office at Acop, Tublay, Benguet, Philippines, herein represented by **HON. ARMANDO I. LAURO, JR.** in his capacity as the **Municipal Mayor**, authorized by a board resolution, and hereinafter referred to as **Second Party**;

### WITNESSETH:

**WHEREAS**, the Philippine Constitution declares that the State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

**WHEREAS**, the **First Party** is mandated under the Administrative Code of 1987 to provide a balanced approach to welfare, whereby the needs and interests of the population are addressed not only at the outbreak of crisis but more importantly at the stage which would inevitably lead to such crisis, which strategy requires providing an integrated welfare package to its constituents on the basis of their needs, and coordinating the service facilities required from such departments and agencies, governmental and non-governmental, which can best provide them;

**WHEREAS**, in order to fulfill its mandate and objectives, the Administrative Code of 1987 directs the **First Party** to formulate, develop, and implement plans and projects in the field of social welfare and development, identify and deliver appropriate interventions, provide consultative and informative services to institutions and organizations involved in social welfare activities;

**WHEREAS**, the **First Party** is mandated to provide assistance to other national government agencies (NGAs), local government units (LGUs), non-government organizations (NGOs), peoples' organizations (POs), and members of civil society in the implementation of programs, projects and services that will alleviate poverty and empower disadvantaged individuals, families, and communities to improve their quality of life;

**WHEREAS**, the **First Party** is implementing the Disaster Vulnerability Assessment and Profiling Project (DVAPP), piloted in three municipalities in the Cordillera Administrative Region (CAR), particularly in the Municipalities of Tublay and Itogon in Benguet and Pasil, in Kalinga; which aims to gather personal information of all families in all barangays in each municipality, and issue a DSWD CARES (*Comprehensive Assistance for disaster Response and Early recovery Services*) Card under the Biometrics Registration and Verification (BRaVe) System of the International Organization for Migration (IOM), as its partner in this project, under a DSWD-IOM Cooperation Agreement of 2019;

**WHEREAS**, the **Second Party** as a Local Government Unit is mandated under provisions of the Local Government Code of 1991 and other pertinent laws to provide government services to its constituents within its jurisdiction, and facilitate the provision of related socio-economic services by partner agencies, peoples' organizations, non-government organizations, the academe, and other similar stakeholders;

**WHEREAS**, under Republic Act 10121 or the Philippine Disaster Risk Reduction and Management Act of 2010 and RA 7160 or the Local Government Code of 1991, the **Second Party** is mandated to act as first responder to their constituents in times of disasters and calamities, and has the responsibility to undertake rescue operations, provide immediate relief assistance, and set-up and manage evacuation centers at the first instance of disaster occurrence;

**WHEREAS**, as first responders in times of disasters, the **Second Party** shall implement disaster preparedness, response, and early recovery services as defined in Annex A, and shall be allowed secured access to the DVAPP database maintained by the First Party;

WHEREAS, the Second Party, pursuant to the Local Government Code of 1991 and a series of DILG MC the latest of which is MC No. 2008-144, has institutionalized through Municipal Ordinance 2014-10 the establishment, maintenance and semestral updating of the Registry of Barangay Inhabitants (RBI), comprising the records of all inhabitants of the eight (8) component barangays of Tublay, Benguet Province;

WHEREAS, the Second Party has religiously updated the RBI on a semestral basis since 2014, and such data serves as the database for its various local development plans;

**WHEREAS**, the **Second Party** closely collaborate with the First Party on data updates and services provided to their constituents, as part of monitoring and guidance on proper utilization of shared data according to the agreed purposes;

**NOW THEREFORE**, for and in consideration of the above premises, the **Parties** hereby agree as follows:

**DEFINITIONS:**

- For purposes of this MOA, "data protection officer", "data sharing", "data subject", "personal data", "personal information controller", and "processing" shall have the same

meaning as defined in Republic Act 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

#### **OBLIGATIONS OF THE FIRST PARTY**

The **First Party** shall:

- 1) Act as, and have the duties and accountabilities of a personal information controller for all personal data processed under the DVAPP;
- 2) Have in place, reasonable and appropriate physical, technical, and organizational measures intended to protect personal data up to the date of sharing with the Second Party, against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
- 3) Uphold the rights of the data subject in accordance with RA 10173 or the Data Privacy Act of 2012 and other relevant rules;
- 4) Have in place the required procedures or protocols so that any person or party acting under the authority of the First Party to have access to the personal data for sharing will respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from the First Party;
- 5) Facilitate MOA signing before sharing personal data with the Second Party, in accordance with the Data Privacy Act, DSWD Data Sharing and Privacy Policies and Guidelines, and the requirements specified in Annex A of this Agreement;
- 6) Provide the Second Party, when requested, technical assistance for the proper use and protection of the shared data, particularly on related provisions of the Data Privacy Act and DSWD Data Sharing and Privacy Policies and Guidelines;
- 7) Respond promptly to information requests and complaints from data subjects concerning processing of the personal data by the Second Party to the extent reasonably possible and with the information reasonably available to it if and only when the Second Party is unable to respond;
- 8) Make available a copy of this Agreement to data subjects, upon request and following the procedures in the DSWD Data Sharing and Privacy Policies and Guidelines; and
- 9) Provide the Second Party with a password that will be used to access encrypted DVAPP data in the BRaVeS; and in place of a printed copy, shall allow downloading of data identified in Annex A from the BRaVeS uniform resource locator (URL); **provided**, that only the Second Party, through its duly authorized staff, will be given the password through phone call or other means allowed by DSWD's Information Technology Office.

#### **OBLIGATIONS OF THE SECOND PARTY**

The **Second Party** shall:

- 1) Act as, and have the duties and accountabilities of a personal information controller for all personal data received from the First Party and covered under this Agreement;
- 2) Have in place, reasonable and appropriate physical, technical, and organizational measures to protect personal data received from the First Party, against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
- 3) Uphold the rights of the data subject in accordance with RA 10173 or the Data Privacy Act of 2012 and other relevant rules;

- 4) Receive and process personal data from the First Party in accordance with RA 10173 and the Data Sharing and Privacy Policies and Guidelines of the First Party, and for purposes described in Annex A;
- 5) Have the legal authority to give warranties and fulfill the undertakings set out in this Agreement;
- 6) Have in place the required procedures or protocols so that any person or party acting under the authority of the Second Party to have access to the personal data will be legally answerable to the Second Party to respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from the Second Party;
- 7) Not disclose or transfer the personal data from the First Party to any other party, except those disclosures authorized by law; or provided that any such transfer or disclosure of personal data to be made by the Second Party to any other party's Personal Information Controller will be —
  - a) the sole responsibility of the Second Party as a Personal Information Controller, and therefore will no longer be the accountability or liability of the First Party;
  - b) compliant to the Data Privacy Act of 2012, its IRR, and other relevant laws, and executed with adequate safeguards in place for the protection of personal data; and
  - c) covered by a separate agreement;
- 8) Have no reason to believe, at the time of entering into this MOA, in the existence of any laws that would have a substantial adverse effect on the guarantees provided for under this Agreement, and it will inform the First Party if it becomes aware of any such laws;
- 9) Identify to the First Party a duly designated Data Protection Officer within its organization, authorized to respond to information requests and complaints concerning processing of personal data, and will cooperate in good faith with the First Party and the data subject concerning such inquiries within a reasonable time;
- 10) Allow the First Party to inspect the Second Party's data processing facilities, data files and documentations needed for data processing to ascertain compliance with the warranty and undertakings in this MOA;
- 11) Provide the First Party with information necessary for the sharing of personal data, including but not limited to specific data requirements, processes to be applied to the personal data, timeframe as to when the said data will be needed, and the names of staff and respective position titles who will authorize access to the DVAPP BRaVeS data;
- 12) Submit periodic feedback report to the First Party detailing how the shared DVAPP data in the BRaVeS was utilized, whenever a family head or any name in the DVAPP data in the BRaVeS was selected as beneficiary of social protection programs and services; and
- 13) Indemnify the First Party against all costs, claims, damages or expenses incurred by the First Party or for which the First Party may become liable due to any failure by the Second Party or its employees, subcontractors, or agents, and other party receiving the personal data from the Second Party, to comply with the obligations under this Agreement.

**GENERAL PROVISIONS**

- 7) The Parties agree that the provisions of RA 10173 shall be considered as read into this Agreement, and that the same principles of transparency, legitimate purpose and proportionality shall govern the implementation of this Agreement. Each Party shall be liable for the violation of pertinent provisions of RA 10173 and may be penalized as stipulated in Sections 25 – 37, Chapter VIII of the Act.
- 8) The Parties agree that a data subject shall have the right to enforce her or his rights as stipulated in RA 10173 against either Party, for their respective breach of their contractual obligations with regard to the data subject's personal data. In cases involving allegations of breach by the Second Party, the data subject must first directly enforce her or his rights against the Second Party. If the Second Party does not take appropriate action within reasonable period (which under normal circumstances would be one month) the data subject may then request the First Party to take appropriate action to enforce her or his right against the Second Party.
- 9) Either Party may be entitled to terminate this MOA in the event of breach of obligations under the same. The Parties agree, however, that the termination of this Agreement at any time, in any circumstance, and for whatever reason, does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred and shared.

In the event of termination of this MOA, the Second Party must ensure that the shared DVAPP data in the BRaVeS will be kept confidential and will not be actively processed for any purpose.

Breach of any clause of this Agreement and the provisions of the Data Sharing and Privacy Policies and Guidelines of the First Party shall mean the immediate termination of this MOA and the blacklisting of the Second Party from further usage of any data from the DVAPP data in the BRaVeS.

**IN WITNESS WHEREOF**, the Parties have hereto have caused this Agreement to be signed in their respective names at \_\_\_\_\_, Republic of the Philippines, as of the day and year written above.

For the **DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT (DSWD)**

**DIR. LEO L. QUINTILLA**

OIC Regional Director  
(First Party – Personal Information Controller)

For the **MUNICIPAL GOVERNMENT OF  
TUBLAY, BENGUET**

**HON. ARMANDO I. LAURO**

Municipal Mayor  
(Second Party – Personal Information Controller)

Signed in the Presence of:

**First Party**

**Second Party**

**MARIFIL C. JUGAL**

Project Development Officer IV / Data Protection  
Officer, DSWD FO CAR

**RUTH ELYN DINO**

Municipal Civil Registrar / Data Protection Officer,  
Municipality of Tublay

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of Baguio ) S.S.

BEFORE ME, a Notary Public for the City of Baguio, Philippines, personally appeared the following:

<u>NAME</u>	<u>VERIFIED EVIDENCE OF IDENTITY</u>
3. <b>DIR. LEO L. QUINTILLA</b>	Phil. Passport No. EC0510601 valid until 07 March 2019, issued at DFA NCR West
4. <b>HON. ARMANDO I. LAURO</b>	CTC No. _____ issued on _____, at _____

known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed, as well as the free act and deed of the agency / organization they represent.

This instrument that consists of six (6) pages – including this page where this Acknowledgement is written; excluding the number of pages in Annex A which could be more than one page – is signed by the Parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
\_\_\_\_\_, Republic of the Philippines.

\_\_\_\_\_  
NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2019.



## ANNEX A

### DESIGNATED DATA PROTECTION OFFICERS

#### First Party

#### Second Party

#### MARIFIL C. JUGAL

Project Development Officer IV / Data Protection  
Officer, DSWD FO CAR

#### RUTH ELYN DINO

Municipal Civil Registrar / Data Protection Officer,  
Municipality of Tublay

### PURPOSES OF THE DATA SHARING AGREEMENT

The DVAPP Data in the BRaVeS is shared and will be used for:

- provision of comprehensive assistance for disaster response and early recovery services
- disaster preparedness, response, and early recovery programs, services, or activities
- social protection programs, services, or activities
- planning and implementation

### DATA SUBJECTS:

The shared DVAPP Data in the BRaVeS concern the following data subjects<sup>10</sup>:

- list of family heads and family members
- profile of the family respondent

### DATA REQUIREMENTS:

The following information can be shared through viewing and downloading in the given URL, for the manner it will be used or processed:

DATA SETS <sup>11</sup>	HOW DATA WILL BE USED OR PROCESSED
1) SERIAL NUMBER	<i>For easy access to the Card Holder's profile</i>
2) PHOTO AND FINGERPRINTS OF THE CARD HOLDER	<i>To determine authenticity of the Card Holder</i>
3) PRESENT ADDRESS	<i>To locate the Family for the provision and implementation of comprehensive assistance for disaster response and early recovery services</i>
a) Region	
b) Province	
c) District	
d) City	
e) Municipality	
f) Barangay	
g) Status of House Ownership	
4) PERMANENT ADDRESS WITH GEO-TAG COORDINATES	
a) Region	
b) Province	
c) District	
d) City	
e) Municipality	
f) Barangay	

<sup>10</sup> Data Subjects may refer to: families, family heads, children, senior citizens, PWDs, women, single parents, etc.

<sup>11</sup> as described in DPA 2012 or the RA 10173

DATA SETS <sup>11</sup>	HOW DATA WILL BE USED OR PROCESSED
g) Status of House Ownership	
<b>5) CARD HOLDER INFORMATION</b>	<p><i>To identify and PRIORITIZE the individuals and/or families in need of programs and services provided by both the LGU and DSWD</i></p>
a) Last, First, Middle and Extension Names	
b) Age	
c) Sex	
d) Date of Birth	
e) Civil Status	
f) Religion / Faith Denomination	
g) Contact Number	
h) Relationship to Family Head	
i) Occupation	
j) Educational Attainment	
k) Monthly Net Income (Php)	
l) IP / Ethnic Group	
m) Living in GIDA	
n) Beneficiary of Other DSWD Assistance	
<b>6) FAMILY MEMBERS' INFORMATION</b>	
a) Full name of Each Family Members	
b) Relationship to Head of the Family	
c) Date of Birth	
d) Sex	
e) Highest Educational Attainment	
f) Occupation	
g) Skills / Interests	
h) Remarks noted	
<b>7) HOUSING CONDITIONS AT THE PERMANENT ADDRESS</b>	<p>✓ <i>To be used for LGU's proper and comprehensive DRRM Planning</i></p> <p>✓ <i>To be used for in-depth assessment and PRIORITIZATION of both LGU and DSWD for provision and implementation of early recovery services</i></p> <p>✓ <i>To provide necessary assistance and interventions to address their basic needs</i></p> <p>✓ <i>Determination of job employment / skills training / investment purposes to cater to employment and livelihood needs</i></p> <p>✓ <i>To be reconciled / validated against Tublay's RBI database and for Item A and Item G of the primary indicators and Item H of secondary indicators to be integrated into their RBI database</i></p>
a) House & Lot Ownership Status	
b) Type of House	
c) Location of the House	
d) Type of WASH Facility	
e) Water Supply	
f) Power Sources	
g) Light Sources	
h) Extent of Residential Damage	
i) Damage related to SOURCE OF INCOME	
⇒ Employment / Employer or Company	
⇒ Business / Livelihood & Business Name	
<b>8) LIVELIHOOD ASSESSMENT</b>	
a) Livelihood of the affected family / individual before the calamity	
b) Damaged / destroyed livelihood assets of the affected family / individual during the onslaught of the disaster	
c) Livelihood plans / proposals of the affected family / individual	
d) Reason/s of the affected family / individual's choice for the proposed livelihood plan cited above	
e) Others <i>(other plans which may not be covered above)</i>	
<b>9) VULNERABILITY INDEX</b>	
• <b>Primary Indicators</b>	
a) Is the total monthly household income equal to or below Php 10,000?	
b) Is the head of the household a PWD?	
c) Is the household headed by a solo parent?	
d) Is the household headed by a single person?	
e) Is the household headed by an elderly/older person?	

DATA SETS <sup>11</sup>	HOW DATA WILL BE USED OR PROCESSED
f) Is the household headed by a minor?	
g) Does the household lack the capacity for house repair?	
h) Does the household have more than 2 families?	
<ul style="list-style-type: none"> <li>• <b>Secondary Indicators</b></li> </ul>	
a) Are there pregnant and/or lactating women?	
b) Are there members of the household aged 0 to 6?	
c) Are there members of the household aged 7 to below 18?	
d) Are there members of the household 60 years and above?	
e) Are there members of the household with chronic disease or current illness?	
f) Are there members of the household needing special assistance or with limiting conditions?	
g) Are there members of the household with mental illness?	
h) Does the household host orphaned child(ren), caregiver of relative's children, host to homeless family?	
<b>*** NOTHING FOLLOWS ***</b>	