



**PROCUREMENT OF GOODS AND SERVICES THROUGH PUBLIC BIDDING FOR
THE 1st-4th QUARTER OF YEAR 2012**

| Name of Project | Supplier |
|---|--|
| Supply and Delivery of Computer Aided Design Software | CIM TECHNOLOGIES, INC. |
| Supply and Delivery of Laptop Computer | COMPUCARE CENTER |
| Supply and Delivery of UPS and Toner | INFOWORX, INC. (UPS) GROUP 5 AUDIO VISUAL SYSTEMS CORP. (TONER) |
| Supply and Delivery of RFQ Toners | PRECISION BLACK TONER, INC. |
| Supply and Delivery of Multi Media Projector | AMERICAN TECHNOLOGIES INC.-MANDALUYONG BRANCH |
| Supply and Delivery of CCTV | WORKSYSTEMS INC. |
| Procurement of PMDC Employees Health Care Coverage | FORTUNE MEDICARE, INC. |
| Printing of Leave Form | BERTAN PRESS |
| Supply and Delivery of Desktop Computer | IEQUITY TECHNOLOGIES, CORPORATION |
| Supply and Delivery of HP 4700N Toners | KEYSYS INC |
| Supply and Delivery of Conference Chairs | PROGRESS HOME AND OFFICE FURNISHINGS |
| Supply and Delivery of Desktop Computer | COMPUCARE CENTER |
| Printing of Calling Cards | RICRICH PRINTING & PUBLISHING |
| Procurement of Record Management System | FLORO INTERNATIONAL CORPORATION |

Submitted by:

TARA KRISTINE M. ZAPATA
BAC Secretariat

Approved by:

ATTY. JAIME T. DE VEYRA
Chairman, PMDC BAC



NOTICE OF AWARD

02 October 2012

Mr. Edward Joseph D. Ablan

AVP- CMG Direct

Fortune Medicare, Inc.

3F Citystate Centre Bldg.,

709 Shaw Blvd., Pasig City

Dear Mr. Ablan:


This is to inform you of the acceptance of your bid to provide preventive, diagnostic and treatment services from accredited hospitals, medical centers and clinics to all qualified and accepted members, subject to the terms and conditions stipulated in the Terms of Reference, in the total amount of **SIX HUNDRED TWO THOUSAND EIGHT HUNDRED TEN PESOS (PhP 602,810.00)** and subject to the conditions stated hereunder:

1. Submission of performance bond/security within five (5) calendar days from receipt of this Notice.
2. Said contract should be signed or executed within five (5) days from your receipt of this Notice.

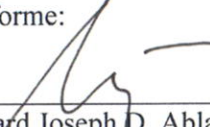
The Company reserves the right to rescind or cancel this Notice of Award should you fail to comply with the foregoing condition.

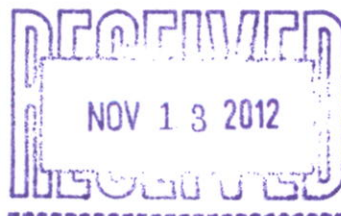
Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,


Atty. Lito A. Mondragon
President & CEO

Conforme:


Edward Joseph D. Ablan



CORPORATE HEALTH CARE PROGRAM CONTRACT

BY AND BETWEEN

**FORTUNE MEDICARE, INC.
(FORTUNECARE)**

AND

PHILIPPINE MINING DEVELOPMENT CORPORATION

*made by:
Rifmas Amores
12/12/12*

CORPORATE HEALTH CARE PROGRAM CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT executed and entered into by and between:

FORTUNE MEDICARE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the City State Center, 709 Shaw Boulevard, Pasig City, Metro Manila and represented herein by its President and Chief Operating Officer, **DOROTHEA J. SIBAL**, hereinafter referred to as "FORTUNECARE";

- and -

PHILIPPINE MINING DEVELOPMENT CORPORATION, a government-owned corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 2904-B West Tower, PSE Centre, Exchange Road, Ortigas Center, Pasig City and represented herein by its President & CEO, **ATTY. LITO A. MONDRAGON**, hereinafter referred to as the "COMPANY".

WITNESSETH:

WHEREAS, a comprehensive corporate health program (the "Corporate Health Care Program") was offered by FORTUNECARE to the Company to benefit its executives, employees and their eligible dependents;

WHEREAS, the COMPANY has accepted the offer of FORTUNECARE:

NOW THEREFORE, for and in consideration of the foregoing premises and in accordance with the stipulations herein set forth, the parties have agreed as follows:

ARTICLE I GENERAL PROVISIONS

SECTION 1. THE CONTRACT

This Corporate Health Care Program Contract (the "Contract") shall constitute the entire agreement between the parties. In addition, the provisions in the application form, if applicable and identification card shall be suppletory to this Contract. In the event of conflict between or among the provisions of this Contract, the membership application, if applicable and/or the FORTUNECARE Identification Card, the following order of precedence shall apply in resolving such conflict:

- a) the provisions of the Contract and any stipulation, endorsement or addendum included in the Contract hereof;
- b) the provisions of the membership application form, if applicable; and
- c) the provisions printed on the FORTUNECARE identification card.

SECTION 2. MEMBERSHIP ELIGIBILITY

The following persons are eligible for membership:

- a) All regular employees from 18 years old up to 65 years old and actively at work.

A COMPANY employee accepted as members by FORTUNECARE under the Corporate Health Care Program are subsequently referred to herein as "Member" or "Member-patient".

SECTION 3. PAYMENT OF MEMBERSHIP FEES

The annual membership fees stated in Article VI Section 1 "Contract Price" are due and payable on the Effective Date unless another payment schedule is agreed to by the parties and stated in the said Article VI Section 1. FORTUNECARE is not obliged to activate and/or maintain the membership coverage of any Member should the COMPANY fail to pay said membership dues on or before the specified payment due date.

Membership fees shall be paid by the Company directly to FORTUNECARE at its Head Office located at the address stated above, at FORTUNECARE branch offices or through authorized collecting banks and other agents that FORTUNECARE may formally designate in writing.

It shall be the primary responsibility of the COMPANY to keep its employees' health program membership on an active status by paying on or before due date. In case no authorized FortuneCare agent or collector comes to visit the COMPANY's office to collect on or before due date, the COMPANY should pay directly to FortuneCare Head Office or to its Branch Offices to avoid lapsation or termination.

SECTION 4. EFFECTIVITY, RENEWAL/TERMINATION

- A. Subject to the approval by both parties and full payment by the COMPANY of the membership dues on or before the due dates specified in this agreement, this Corporate Health Care Program Contract (the "Contract") shall take effect on **NOVEMBER 28, 2012** (the "Effective Date") and shall remain in full force and effect for a period of one (1) year from the Effective Date.
- B. This Contract may be renewed yearly upon the execution by the parties of a Renewal Agreement and the payment by the COMPANY of the membership dues then prevailing. A party shall notify the other party in writing of its intention to renew or not renew this Contract at least thirty (30) days prior to the date of expiration of coverage under the Corporate Health Care Program.
- C. Termination of Individual Membership. Without prejudice to Article V Section 4 and other provisions of this Contract, FORTUNECARE may terminate the membership coverage of any Member under this Corporate Health Care Program upon the occurrence of and under the following terms:
1. Immediately and without need of notice from FORTUNECARE, upon the effective date of resignation, retirement, dismissal or separation of the Member from the COMPANY. Whenever applicable, the COMPANY shall promptly inform FORTUNECARE of any such resignation, termination, dismissal or separation.
 2. Immediately and without need of notice from FORTUNECARE, upon FORTUNECARE's discovery of a misrepresentation or concealment of any material information in his application for membership.
 3. Immediately and without need of notice from FORTUNECARE, upon FORTUNECARE's discovery that such Member has, is defrauding or intends to defraud FORTUNECARE by the filing of a false or incorrect claim for benefits.
 4. Immediately and without need of notice from FORTUNECARE, upon FORTUNECARE's discovery that such Member knowingly permits the use of his FORTUNECARE identification card by any other person.

5. Immediately upon receipt of written notice from FORTUNECARE, should a Member refuse to receive medical attention under the terms of the program due to religious or personal beliefs unless the member executes a waiver freeing FORTUNECARE at any form of liability as a result thereof.
6. Failure to maintain good Doctor/Hospital/ FORTUNECARE – patient/member relationship.

The termination of the membership coverage of a Member shall likewise result in the termination of the membership coverage of his dependents, if any.

In the event of termination of membership, the COMPANY shall cause and ensure the surrender of that employee's FORTUNECARE identification card as well as those of his dependents, if any, when applicable.

The COMPANY shall be liable for and fully indemnify FORTUNECARE for any cost, expense, hospital or medical charges incurred by FORTUNECARE for Members whose memberships have been terminated under this Section, when applicable.

- D. FORTUNECARE may suspend any member's benefits immediately should the member: (i) willfully fail to pay, at the time of his discharge from the hospital, all medical or hospital charges incurred by the Member, are not covered by the health program subject of this Contract; or (ii) fail after a reasonable period of time to pay all non-covered medical or hospital charges billed to him by FORTUNECARE.
- E. It is the COMPANY's responsibility in applicable cases to ensure that all its employees are informed of the terms, limitations and exclusions of membership coverage under the Corporate Health Care Program subject of this Contract. FORTUNECARE, however, shall extend, at company's request, all the help to attain proper dissemination of such information.

SECTION 5. VOID MEMBERSHIP

Without prejudice to any other provision in this Contract, any misrepresentation and/or concealment of material information made by the Member in his application for membership, or in that of his dependents, if any, shall entitle FORTUNECARE to rescind his membership coverage under this program.

ARTICLE II BENEFITS AND COVERAGES

FORTUNECARE shall provide qualified retainer medical doctors and staff and a comprehensive range of preventive, diagnostic and treatment services and these services shall be made available at FORTUNECARE clinics, accredited hospitals and medical centers nationwide, as follows:

SECTION 1. OUT- PATIENT BENEFITS

- A. Preventive Health Care Services:
 1. ANNUAL PHYSICAL EXAMINATION (APE) WHICH INCLUDES THE FOLLOWING:
 - a. Evaluative Doctor's Consultation
 - b. Physical Examination
 - c. Chest X-ray
 - d. Urinalysis (Urine Examination)
 - e. Fecalalysis (Stool Examination)

- f. Complete Blood Count (CBC)
 - g. ECG (For members 35 years old and above or if indicated)
 - h. FBS (For members 35 years old and above or if indicated)
 - i. Pap smear (For female members 35 years old and above or if indicated)
 - j. Eye Refraction
2. Routine immunization, excluding cost of vaccine or serum
 3. Counseling on health habits, diets and family planning
 4. Record keeping of medical history
 5. Well baby care in FORTUNECARE-owned clinics for Member's unenrolled baby less than three months of age
 6. Management of health problems
 7. Periodic Medical Check-Up

The Annual Physical Examination shall be available to members anytime after payment of the annual premium and upon prior arrangement with FORTUNECARE or any FORTUNECARE clinics located at the cities of Pasig, Makati, Manila, Caloocan, Muntinlupa and Quezon City for Metro Manila and Branch Clinics located at the cities of Angeles, Bacolod, Cabanatuan, Cavite, Cebu, Davao, Iloilo, Dagupan, Meycauayan and Tarlac.

APE may be availed in FORTUNECARE designated accredited clinics/hospitals (with one month prior arrangement) based on actual cost.

B. Out-Patient Services

The following out-patient benefits are available to any Member, for the diagnosis and treatment of illness or injury that does not require hospitalization:

1. Regular consultations and treatments with accredited Physicians.
2. Referral to accredited Specialists.
3. Eye, Ear, Nose and Throat (EENT) treatment.
4. Dermatology consultation.
5. Treatment of illnesses (including ATS and Toxoid vaccines), minor injuries and surgery not requiring confinement such as lacerations, mild burns, sprains and the like.
6. Emergency room care.
7. Laboratory tests, X-Rays and other diagnostic examinations.
8. Pre/Post natal consultation, excluding laboratory examinations, at any FORTUNECARE-owned clinics and accredited clinics/hospitals.
9. Cauterization of warts including facial warts (except genital and sexually transmitted warts) is covered up to Php 1,000.00 per member per year.
10. Coverage of 1st dose of Anti-Rabies, Anti-Tetanus and Anti-Venom shall be covered up to plan limit.
11. Botox injection for non-cosmetic conditions is covered up to Php 5,000.00 per member per year. Any damage to the facial nerve due to a dental problem resulting to muscle spasm will not be covered.
12. Speech and Physical therapies are covered up to plan limit.
13. Laser treatment for glaucoma, cataract and retinal detachment shall be covered up to plan limit.
14. Cataract extraction (excluding cost of lens) shall be covered up to plan limit.

All out-patient services shall be available during clinic hours at any FORTUNECARE Clinic under the supervision and care of FORTUNECARE physicians and other professional staff or at any FORTUNECARE accredited hospitals nationwide through hospital coordinators. Refer to Article V Section 10 Letter A.

Clinic schedules and a list of the FORTUNECARE accredited hospitals are available upon request from FORTUNECARE.

SECTION 2. IN-PATIENT BENEFITS

- A. For any illness or injury requiring hospitalization, the Member shall be entitled to the in-patient care benefits enumerated below. Prior to the availment of in-patient care benefits, all required administrative documents and clearances shall first be obtained from any FORTUNECARE authorized officer or person, for presentation to the Admitting Section of the hospital concerned unless the confinement is in the nature of an emergency or of extreme urgency as supported by the clinical chart. The in-patient care benefits are further subject to the exclusions and limitations specified in Article III and in other pertinent provisions of this Contract.
1. Room and Board accommodation according to type of plan.
 2. Services of all attending affiliated/accredited Specialists like Surgeons, Anesthesiologists, Internists, etc.
 3. Services and medications for general/spinal anesthesia or other forms of anesthesia deemed necessary for a surgical procedure.
 4. Drugs and medicines used while confined in the hospital/administered medicines.
 5. Transfusion of blood and intravenous fluids including cost of blood products.
 6. Laboratory tests, x-rays, and other diagnostic examinations directly related to the medical management of a patient.
 7. Oxygen and its administration.
 8. Use of operating and recovery room.
 9. Complex and non-complex diagnostic examinations.
 10. Dressings, plaster casts, sutures and other items directly related to the medical management of the patient.
 11. ICU confinement.
 12. Standard nursing services.
 13. Admission kit including ice cap and wee bag.
 14. No admission deposit in any of the accredited hospitals.
 15. Ambulance service is covered up to Php 2,000.00 per member per year, hospital to hospital.
 16. Assistance in administrative requirements.
 17. All other hospital charges deemed necessary in the treatment of the patient.
 18. Other supplies/services directly related to the medical management of the patient.
- B. FORTUNECARE shall grant a payment assistance to any female employee (married and single) on a reimbursement basis in the maximum amount of Philippine Pesos: Five Thousand pesos (Php 5,000.00) for each case of Ectopic Pregnancy, Placenta Previa, Abruptio Placenta, or post-partum atony requiring major surgical operation, except in the case of:
1. Member who is 35 years old and above; or
 2. Surgery for any other pregnancy related indication or condition not indicated above.
- Only one limit may be availed per pregnancy.
- C. The aforementioned in-patient benefits shall be made available to Members subject to the following conditions and guidelines:
1. In patient benefits shall be availed of only in FORTUNECARE accredited hospitals. FORTUNECARE shall cover hospital room and board charges only up to the type and rate of hospital room accommodation agreed upon under this Contract. Hospital room and board charges beyond that agreed upon including resultant increase in ancillary charges shall be for the account of the COMPANY or the Member as the case may be.

2. FORTUNECARE affiliated doctors and specialists shall attend to the Member-patient during his confinement. Please refer to the FORTUNECARE Medical Service Unit (MSU) list for a current listing of MSU staff.
3. Any confinement for elective surgery or non-emergency special diagnostic procedures shall require the prior approval of the FORTUNECARE Utilization Management Committee (UMC) or its authorized representative in provincial areas.

Any approval or disapproval of confinement under this clause shall be based on the clinical data, diagnosis and recommendation by the attending physician. All charges arising from any confinement for elective surgery or non-emergency special diagnostic procedure without the approval of or which has been disapproved by the FORTUNECARE UMC shall be for the account of the COMPANY or the Member as the case may be.

4. The Member must inform FORTUNECARE, through its main office, branch or satellite offices, of his confinement within twenty four (24) hours from the time of admission or at the soonest possible time from admission should it be physically impossible for the Member to give such notice.
5. FORTUNECARE shall cover only such expenses and charges to which the member is entitled under this Corporate Health Care Program up to the date and time the order of discharge from confinement is given. All charges or fees after the said order of discharge is given shall be for the account of the COMPANY or the Member as the case may be. Such charges or fees shall be paid by the COMPANY or Member prior to the Member-patient's discharge from the hospital.
6. The COMPANY or member-patient, as the case maybe shall settle all charges and fees not covered by this Contract. FORTUNECARE shall have the right to claim any such charges or fees directly from the COMPANY.
7. It shall be the responsibility of the COMPANY or the Member, as the case may be, to submit to the hospital all required documents for confinements that may be compensated under the Philippine National Health Insurance Program (or PHILHEALTH) or under any other legislated health care programs. (i.e TPL Insurance, ECC coverage, etc.)
8. The FORTUNECARE Medical Director or any other designated person from its medical staff shall have the right to visit any member during the latter's confinement. The FORTUNECARE Medical Director or any other designated person from its medical staff shall likewise have the right to coordinate with the patient's attending physician, inquire into the clinical circumstances of the patient, examine the patient's clinical records and obtain copies of said records as and when circumstances require.

SECTION 3. EMERGENCY ROOM BENEFITS

FORTUNECARE shall cover all emergency services or treatments not otherwise excluded under any other provision of this Contract provided to any Member at the Emergency Room (ER) of any hospital should he/she require emergency care for an accidental injury or for a sudden and unexpected onset of illness of such serious nature that failure to obtain immediate care would place the patient's life in jeopardy or cause serious impairment, or loss of bodily functions.

Cases of severe chest or abdominal pain requiring immediate attention as affirmed by the records of the ER are likewise covered under this clause.

Emergency care connotes that treatment must be obtained within 24 hours from the time the accidental injury was sustained, or within 12 hours from the onset of symptoms of a serious illness. To eliminate doubt, the term "Emergency Care" shall mean such services or treatment provided or initiated at the ER of a hospital.

The Member (or representative) shall always notify FORTUNECARE within twenty-four (24) hours, of any hospital confinement necessitated by the emergency. The COMPANY or COMPANY employee (or representative) shall in its notice provide reasonable information as to the nature of the incident/event requiring emergency. Any hospital confinement shall become subject to the applicable terms and conditions of Article II Section II (In Patient Benefits) of this Contract. FORTUNECARE may, at its sole discretion, refuse to extend In-patient benefits should the member-patient fail to provide the aforementioned notice.

A. Emergency Care In An Accredited Hospital

Without prejudice and subject to the other provisions of this Contract, Emergency Care provided to a Member at the ER of a FORTUNECARE accredited hospital shall be covered as per the terms of this Contract.

Member may go directly to the emergency room of the FORTUNECARE accredited hospital. Non-emergency consultations are not allowed in the emergency room of hospital.

The following shall be provided free of charge:

1. Doctor's services
2. Medicines used for immediate relief of pain and during treatment
3. Oxygen, intravenous fluids, whole blood and human blood products
4. Dressing, Casts and Sutures
5. Laboratory, X-Rays and other diagnostic examinations and other medical services related to the emergency management of the patient
6. Vehicular accidents/medico-legal cases seen at the emergency room treated as out-patient
7. First dose of anti-rabies, anti-tetanus and anti-venom
8. Ambulance service is covered on a reimbursement basis up to Php 2,000.00 per member per year.

B. Emergency Care In A Non-Accredited Hospital

1. Without prejudice and subject to other provisions of this Contract, FORTUNECARE shall reimburse 100% of FORTUNECARE authorized fees and charges for Emergency Care provided to a COMPANY employee in a non-FORTUNECARE accredited hospital, located in the Philippines or elsewhere up to the maximum benefit limit per member per year.
2. FORTUNECARE reserves the right to have the Member-patient transferred to a FORTUNECARE Affiliated Hospital under the care of a FORTUNECARE accredited physician when deemed medically safe to do so by the FORTUNECARE Medical Director. FORTUNECARE shall not be responsible for or shall not cover any fee or charge incurred for medical or hospital services rendered should the Member or Member-patient refuse to be transferred after twenty-four (24) hours from the time any such transfer is notified to the Member or Member-patient. Any notice for transfer shall be made in writing and duly received by COMPANY employee (or representative) or indicated in writing on the relevant hospital records of the patient.
3. All other fees and charges not comprising "Emergency Care" as defined under this Contract shall not be reimbursed by FORTUNECARE.

4. Charges for "follow up" care given in a non-FORTUNECARE affiliated facility shall not be covered by FORTUNECARE.

C. Emergency Cases in Areas without Accredited Hospitals

In areas where there are no FORTUNECARE accredited hospitals, FORTUNECARE will reimburse 100% of the member's usual, customary and reasonable charges, whether as in-patient or out-patient, but not to exceed the amount of what it would have cost if treatment was done by a FORTUNECARE-accredited physician in an accredited hospital.

D. Worldwide Emergency Care Benefits

In cases where a member shall need emergency care outside of the Philippines, the member can reimburse 80% of the usual, customary and reasonable charges, whether as in-patient or out-patient, but not to exceed the amount of what it would have cost if treatment was done by a FORTUNECARE-accredited physician in an accredited Philippine hospital.

SECTION 4. GENERAL LIMITATIONS (In-Patient and Out-Patient Cases)

The following diagnostic examinations & other therapeutic procedures shall apply inclusive of professional fees and related incidental expenses, which may be subject to certain limits (to be specified by the bidder, if any):

1. Cobalt Therapy and other types of Radiotherapy
2. Surgery for Benign Prostatic Hypertrophy
3. Cryosurgery
4. Stereotactic Brain biopsy
5. Lung function studies
6. Functional Endoscopic Sinus Surgery (FESS)
7. Angiography/Open Heart Surgery
8. Laparoscopic Cholecystectomy
9. Laparoscopic Pelvic Operations
10. Laparoscopic Adrenalectomy and other types of laparoscopic procedures
11. Trans-urethral Microwave Therapy (TUMT) of the Prostate
12. Gamma Knife Surgery
13. Percutaneous Ultrasonic Nephrolithotomy
14. Hysteroscopic Myoma Resection
15. Lithotripsy/Extracorporeal Shock Wave Lithotripsy (ESWL)
16. Mammography
17. Nuclear Radioactive Isotope Scan (NRIS)
18. Sonomammogram
19. Thallium Scintigraphy/Thallium Scan
20. Arthroscopic knee surgery
21. Sclerotherapy (Must secure Letter of Authorization at any FORTUNECARE-owned clinics.)
22. All types of CAT/CT (Computerized Tomography) Scan
23. Ultrasound (except maternity cases)
24. 2D Echo/ Transesophageal Echocardiography, Venous/Arterial Duplex/ Doppler studies, etc.
25. 24 Hour Holter Monitoring
26. Other types of Echocardiography
27. Herniorrhaphy
28. Electromyography Nerve Conduction Velocity Studies (EMG-NCV)
29. Electroencephalogram/ Electroencephalography (EEG)
30. Treadmill Stress Test and other types of stress testing
31. Myelogram
32. Video Gastroscopy and other types of Endoscopic procedures

33. Bone Densitometry Scan (Dexascan)/Bone Scan
34. Magnetic Resonance Imaging (MRI)
35. Neuroscan
36. Pulmonary perfusion and ventilation scan
37. Tests involving the use of Nuclear Technologies/Imaging and radio immunodiagnosis and therapy
38. Connective tissue disease examinations
39. All tumor markers
40. Imaging studies
41. ENT procedures
42. X-rays requiring the use of contrast media
43. Diagnostic procedures requiring use of the operating room
44. Complete Blood Count (CBC), Blood Chemistry
45. Fecalysis/Stool Examination
46. Urinalysis
47. Electrocardiogram(ECG)
48. Blood examinations not found under complex diagnostic exams
49. Sputum examinations
50. Arterial blood gas and pulmonary function tests
51. Pap Smear
52. Chemotherapy
53. Dialysis
54. Slipped disc, Spondylosis, Scoliosis and Spinal Stenosis
55. Tuberculin Test
56. Electromyography/Electromyelography with Nerve Conduction Tests
57. Endoscopic Retrograde Cholangio-Pancreatography (ERCP)
58. 3D Imaging
59. Thyroid Scan
60. Total Body Scan
61. Renal Scan
62. Pulmonary Perfusion Scan, Ventilation Scan and Pulmonary Scan
63. Nuclear Imaging including Parathyroid Scan
64. Breast Scintigraphy
65. Fluorescein Angiography or Angioscopy of Eye Total
66. Other medically necessary routine and special diagnostic procedures not mentioned above.
67. Other modalities of treatment not mentioned above.

SECTION 5. DENTAL BENEFITS

The following dental benefits are available to Members at any of FORTUNECARE accredited dental clinics:

1. Once a year oral prophylaxis
2. Consultations and oral examinations
3. Non-surgical tooth extraction of unsavable tooth
4. Temporary fillings - unlimited
5. Gum treatment for cases like inflammation or bleeding
6. Adjustment of dentures
7. Recementation of loose jackets, crowns, inlays and on-lays, fixed bridges
8. Treatment of mouth lesions, wounds and burns
9. Oral health education through chairside instruction
10. Orthodontic consultation (braces and malposition of teeth)
11. Pre-natal check of teeth and gums
12. Temporo Mandibular Joint Consultation (clicking of jaws)
13. Emergency dental treatment for the relief of pain
14. Conduct activities on dental health education (e.g. AIDS)
15. Permanent fillings (light cure) up to two (2) surfaces per member per year
16. Desensitization of hypersensitive teeth up to two teeth

All dental services other than the above as prescribed by the FORTUNECARE accredited dentist shall be at discounted prices and shall only be performed upon prior arrangement.

**ARTICLE III
EXCLUSIONS, LIMITATIONS & COVERAGES**

SECTION 1. EXCLUSIONS FROM COVERAGE

A. Medical Nature

1. Services and hospitalizations in non-FORTUNECARE affiliated hospitals or attendance by non-FORTUNECARE accredited doctors, except for conditions requiring Emergency Care as defined in this Contract.
2. Adverse medical conditions arising or resulting from treatment by non-FORTUNECARE affiliated physicians.
3. Plastic and reconstructive surgery for cosmetic purposes.
4. Dental related confinement.
5. Experimental medical procedures, acupuncture, chiropractic services and occupational therapy.
6. Hyperalimentation, organ transplant procedures and psychiatric care.
7. All other Cardiometric procedures not enumerated in Article II Section 4.
8. Services to diagnose and reverse fertility or infertility.
9. Sexually transmitted diseases, such as but not limited to gonorrhea, syphilis, herpes and AIDS.
10. Alcoholism, drug addiction or test substance abuse including medical conditions attributed to alcoholism, drug addiction or substance abuse.
11. Hospital confinement for purely diagnostic purposes except when covered under a special provision of the contract such as Executive Check-up.
12. Pregnancy and all pregnancy related conditions requiring medical care unless specifically provided herein.
13. Human Blood products. (i.e. fibrinogen, albumin, immunoglobulin preparations).
14. Treatment services for injuries/illnesses which are attributable to the member's own misconduct, negligence, intemperate use of drugs or alcoholic liquor, vicious or immoral habits, participation in the commission of a crime whether consummated or not, acts in violation of law or ordinance, and unnecessary exposure to imminent danger or hazard to life or health.
15. Treatment services for injuries established to have been caused by a compensable act of a third party as in cases of criminal violence compensable under existing laws.
16. Treatment services for injuries resulting from war (declared or undeclared), riots, rebellion, insurrections, labor dispute, lock outs, strikes, demonstrations or while in a military, police or paramilitary service, acts of terrorism and/or similar events; complete or partial destruction of facilities.
17. Treatment of infectious diseases (according to the local epidemiologic patterns) that may arise in times of a government declared epidemic or pandemic (i.e. Avian Flu, Meningococemia, Swine Flu, etc.).
18. Rest case, custodial, domiciliary, convalescent and intermediate care.
19. Procedure to diagnose error of refraction.
20. Intentionally self-inflicted injury, suicide, death, self-destruction or any attempt thereof while sane or insane.
21. Unnecessary exposure to needles perils including firecracker injuries, hazardous sports and activities (such as aqualung diving, coxing, climbing, flying except air travel, football, hang-gliding, hunting, hurling, ice hockey, motor competitions, motorcycling for racing purpose, parachuting, polo, pot-holing, power boating, racing, show jumping, sky diving, use of wood-working machinery, water ski-jumps and tricks, winter sports, wrestling and yachting beyond 5 kilometers from the coastline).

22. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
23. Mental, nervous or other functional disorders of the mind.
24. Murder or assault, homicide or any attempt thereof; or physical injuries occasioned by provocation of the Insured.
25. Diagnostic and treatment services for congenital deformities and abnormalities including heritable diseases (Hemolytic Anemia, Spherocytosis, etc.).

B. Non-Medical Nature

1. Corrective lenses, artificial hearing aids, prosthetic devices and services related to their application.
2. Orthopedic hardware used in nailing, pinning, bracing and all types of implants.
3. Purchase or lease of durable medical equipment, oxygen dispensing equipment, and medical oxygen (except what is actually used during covered in-patient care).
4. Medical examinations required for obtaining or continuing employment, insurance or government licensing.
5. Medical services covered under Philhealth, TPL, ECC benefits enjoyed by reason of compulsory coverage thereof except as otherwise provided under Article V Section 2 of this contract.
6. Hospital and medical charges in excess of the agreed coverage under the program such as but not limited to room rates, including the resulting rate differences for Operating Room (OR) fees, professional fees, diagnostic procedures, laboratory examinations and all other ancillary surcharges set by the hospital. Also excluded are other extra hospital goods and services, such as:
 - a. Services of a private nurse
 - b. Use of extra bed, television, electric fans, electronic entertainment equipment and other amenities
 - c. Toilet articles
 - d. Extra food tray
 - e. Discharge (take-home) medications
 - f. Other items not directly used in the medical management of the patient

SECTION 2. COVERAGE FOR DREADED DISEASES; LIMITATIONS

- A. FORTUNECARE shall cover a Member up to Maximum Benefit Limit amount as stated in Article VI Section I to cover hospital and doctors' charges and fees for services for dreaded diseases, such as but not limited to the following:
- a. Chronic Obstructive Pulmonary Disease (COPD)
 - b. Major renal damage or failure, and its complications
 - c. Cerebrovascular Accident (hemorrhage, thrombosis, embolism, ruptured aneurysm)
 - d. Cardiovascular conditions (MI-Myocardial infraction, cardiac arrest, congestive heart failure, cardiac arrhythmia, cardiac tamponade, coronary artery disease and cardiomyopathy)
 - e. Neuro-surgical interventions/major neurological diseases
 - f. Blood dyscrasias
 - g. Cirrhosis of the liver and its complications/acute pancreatitis
 - h. Poliomyelitis and its complications
 - i. Collagen diseases, chronic degenerative bone and joint diseases, requiring major surgery i.e. hip replacement, knee replacement.
 - j. Encephalitides and complications/sequelae
 - k. Meningitis and its complications/sequelae

- l. Malignant new growth (including indicated post-operative chemotherapy or radiotherapy and special procedures)
 - m. Serious accidental injuries including 2nd and 3rd degree burns, injuries to extremities that may require amputation, injuries to vital organs such as liver, pancreas, spleen, kidneys, spinal cord and intracranial injuries, and the like, except as excluded under the pertinent provisions of Section 1, Article III
 - n. Immuno-compromised clinical conditions and nosocomial infections that require extended hospital confinement
 - o. Indicated use of ICU or CCU in confinement for all other conditions
 - p. All vascular and neurologic degenerative complications of Diabetes Mellitus.
 - q. Such other conditions of a serious nature as to require extraordinary treatment measures as FORTUNECARE may deem classify as dreaded disease from time to time.
- B. Coverage under this clause is subject to the provisions of Article III Section 4, without prejudice to any other provision in this Contract.

SECTION 3. HOSPITAL ROOM ACCOMMODATIONS; LIMITATIONS

- A. FORTUNECARE shall only cover hospital room charges or fees within the allowable rates specified in this Contract. The hospital room accommodation rate limits are, likewise, specified on the FORTUNECARE identification card. Confinement in rooms beyond the allowable limits set under this shall not be for the account of FORTUNECARE. In the event, however, that:
- 1. A hospital room within the agreed rate limits is not available and a certificate of non-availability is obtained by the Member or his authorized representative, FORTUNECARE shall cover the hospital room charges and fees of the upgraded accommodation for the first twenty-four (24) hours of confinement only, except Suite Room; or
 - 2. In case an upgrade in room accommodation is opted by a Member, the member shall upon or prior to discharge, pay the excess in room rates and thirty percent (30%) incremental fees on all hospital costs, including pharmacy, except room and board and professional fees. The corresponding ancillary fees for the doctor's professional fees shall be paid by the patient direct to the attending physician.

SECTION 4. COVERAGE OF PRE-EXISTING DISEASES

- A. Pre-existing conditions shall be covered up to the maximum benefit limit per illness per member per year.

For the purposes of this clause, a condition, disease or illness is deemed pre-existing if:

- 1. Any treatment or medical advice was obtained for the condition, disease or illness prior to enrollment to the Corporate Health Care Program
- 2. The condition, disease or illness is or was by its nature, evident to the Member
- 3. The pathogenesis of the condition, disease or illness can be clinically determined to have started prior to the date of enrollment.

- B. List of Standard Pre-existing Conditions:

- 1. Dreaded Diseases
- 2. Hypertension
- 3. Goiter (Hypo/Hyperthyroidism)

4. Cataracts/Glaucoma
5. ENT conditions requiring surgery
6. Bronchial Asthma
7. Tuberculosis
8. Chronic Cholecystitis/Cholelithiasis (gall bladder stones)
9. Acquired Hernias
10. Prostate disorders
11. Hemorrhoids and Anal Fistulae
12. Benign Tumors
13. Uterine Myoma, Ovarian Cysts, Endometriosis
14. Buerger's Disease
15. Varicose Veins
16. Arthritis
17. Migraine headache
18. Gastritis/Duodenal or Gastric Ulcers
19. Chronic Allergies
20. Scoliosis

SECTION 5. FORCE MAJEURE

- A. FORTUNECARE shall not be liable for any delay, suspension or non-performance of any of its obligations under this Contract if such delay, suspension or non-performance are caused by or attributed to the following:
1. Force majeure; acts of God; catastrophes; severe weather disturbance; calamities; natural or man-made disasters; power outages, shortage of raw materials, supplies, transportation or personnel
 2. War; rebellion; insurrections; riots; labor disputes; lock outs; strikes; acts of terrorism and/or similar events; complete or partial destruction of facilities
 3. Refusal by the Member, for any reason, to accept and/or subject himself/herself to medication, medical attention or coverage
 4. Act of government agency or regulating body; rules, regulations and policies or hospitals or clinics (whether FORTUNECARE affiliated or not); and government declaration of epidemic or pandemic

SECTION 6. GENERAL LIMITATION OF LIABILITY; DISCLAIMER

- A. FORTUNECARE makes no warranties, express or implied, including but not limited to warranties as to merchantability, suitability, sufficiency, use, non-infringement or fitness for a particular purpose.
- B. A member shall hold FORTUNECARE free and harmless from and against any and all claims, suits and liabilities, injuries, costs, expenses and damages, direct or indirect, caused by or attributable to any erroneous or improper medical treatment by retainer/affiliated doctor or hospital.
- C. FORTUNECARE shall not be liable for any obligation not expressly covered by this Contract.

**ARTICLE IV
CLAIMS FOR REIMBURSEMENT**

The COMPANY or Member (or authorized representative), as the case may be, may file a claim for the reimbursement of expenses for any medical/dental service covered under this Contract, subject to the submission of supporting documents in the form and substance acceptable to FORTUNECARE. All claims for reimbursement are subject to the following terms and conditions:

SECTION 1. CLAIMS FILING PROCEDURE

- A. A reimbursement claim must include affirmative documentary proof of the confinement or treatment upon which the claim is based and must be filed within thirty (30) days from the date of treatment or discharge from the hospital. The claim for reimbursement shall likewise include the following documents (as applicable):
1. The Standard Clinical Abstract or Discharge Summary of hospital confinement signed by the attending physician; or medical certificate for outpatient treatment/consultation
 2. Operative records including histopathological report on the surgically removed specimen
 3. Original copies of hospital, clinic and/or doctors' receipts and invoices.
 4. Police report for vehicular accidental injuries and medico-legal cases.
 5. A certification from the Philippine Consulate/Embassy in the country or area as to the authenticity of the supporting documents to be submitted if Emergency Care is provided in a country other than the Republic of the Philippines
 6. Such other documents as may be required by FORTUNECARE.
- B. FORTUNECARE reserves the right to interview and/or examine the Member whose injury or sickness is the subject of the claim for reimbursement.
- C. Failure to furnish FORTUNECARE the required supporting documents within the above prescribed period may invalidate a claim for reimbursement unless it can be clearly proven by the Member, in writing, that it was impossible to furnish said documents within the said period.
- D. Any misstatement, concealment or misrepresentation of facts in relation to any claim for reimbursement or in any of the documents supporting the said claim shall give FORTUNECARE the absolute right to deny and disapprove any such claim or a portion thereof, without further liability.
- E. Reimbursements may not be claimed for confinements or treatments obtained during the Grace Period specified in Article V Section 4 – Grace Period, Lapsation, Reinstatement and Cancellation.

SECTION 2. CLAIMS PAYMENTS

- A. FORTUNECARE shall reimburse any claim within thirty (30) business days from the granting of an approval for reimbursement. FORTUNECARE shall not be obliged to verify or validate a claim for approval if the claim for reimbursement is not supported by all required documents. Nothing herein shall preclude FORTUNECARE from, after due verification and validation, reducing the amount of claim should any part thereof be deemed not covered by the terms of this Contract.
- B. Approved claim will be payable directly to the Member. (In case of death of the Member, his legal heirs shall present sufficient proof of entitlement to the claim.)

- C. Receipt of the reimbursement shall discharge and/or release FORTUNECARE from any further liability or obligation as regards the subject matter of the claim for reimbursement. The COMPANY or the Member as the case may be, shall sign a receipt with a statement to that effect.
- D. FORTUNECARE shall duly inform the COMPANY and/or the Member should any claim for reimbursement be denied, disapproved (wholly or partially) or reduced and the reasons therefore.
- E. The COMPANY and/ or Member, as the case may be, may appeal a claim for reimbursement that has been denied or disapproved by filing a written request for reconsideration within 30 days from the receipt of the denial stating new or additional information in support of said appeal.

SECTION 3. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

This Contract shall be governed and construed in accordance with the laws of the Republic of the Philippines.

The parties agree to exert their best efforts to settle any dispute arising out of this agreement amicably. The dispute shall be brought before the chief executives of the parties for resolution and settlement.

The parties agree and consent to the jurisdiction of the courts of Pasig City, Metro Manila, Republic of the Philippines, to the exclusion of all other courts. Any claim arising out of this Contract shall be brought to the proper courts within two (2) years from the date the cause of action arises.

**ARTICLE V
OTHER PROVISIONS**

SECTION 1. PHILHEALTH PROVISION

It is hereby declared and agreed upon that this Contract is integrated with Philhealth coverages. As such, the mandated benefits provided under Philhealth shall be deductible in the computation of benefits under this contract. The member shall be obligated to secure and submit the necessary Philhealth claim forms, duly accomplished, before his discharge from the hospital. If the member fails to submit such accomplished forms, it is understood and agreed that the member shall pay before discharge from the hospital the equivalent amount of his Philhealth benefits.

SECTION 2. ECC/MOTOR VEHICLE ACCIDENTS AND UNPROVOKED ASSAULT PROVISIONS

Subject to Sec. 1 of Art. III of this contract, FORTUNECARE may cover medical and hospital services extended to a member for bodily injuries established to have been caused by a compensable act of a third party (motor vehicle accidents), work-related injuries (for principal members only) and injuries caused by provoked and unprovoked assault up to plan limit.

SECTION 3. DOCUMENTARY REQUIREMENTS

In all cases, it shall be the obligation of the member to submit the required documents in the preceding sections such as manager's certificate for work related illnesses, police report in vehicular accidents, sworn statement related thereto and all other documents to be required by FORTUNECARE which must be submitted within the period of confinement.

SECTION 4. GRACE PERIOD, LAPSATION, REINSTATEMENT AND CANCELLATION

- A. The COMPANY is allowed a grace period of thirty (30) days from the time payment becomes due (the "Grace Period"). Failure to make payment prior to the expiration of the Grace Period shall cause the coverage of the Members to lapse (lapsed membership).
- B. During the Grace Period, benefits under this Corporate Health Care Program shall be suspended except that Member may still consult with FORTUNECARE physicians in FORTUNECARE Clinics only. All benefits shall be restored by FORTUNECARE immediately after payment. However, any confinement, the start of which precedes payment, shall not be covered by FORTUNECARE.
- C. The member may seek to reinstate a lapsed membership within thirty (30) calendar days from the date the memberships are considered lapsed by filing an application for reinstatement in the prescribed form, and payment of all unpaid dues plus 2% penalty charge. The reinstatement of membership or health coverage under this provision shall become effective only after 24 hours from the date of the approval of such reinstatement.
- D. This Contract shall automatically be cancelled thirty (30) calendar days after the lapsation if no application and payment for reinstatement is made by the member within the period.

SECTION 5. AMENDMENT

FORTUNECARE may amend or modify any provision of this Contract and any such amendment or modification shall take effect and become binding upon the COMPANY 30 days from the date of COMPANY's receipt of the written notice and following mutual agreement thereto.

SECTION 6. CURRENCY

All amounts payable or receivable under this contract shall be in the lawful currency of the Republic of the Philippines. Whenever the words "pesos" and "centavos" or their corresponding symbols are used in this Contract, these shall be construed as the lawful currency of the Republic of the Philippines.

SECTION 7. ASSIGNMENT

COMPANY may not assign any of its rights or obligations under this agreement without the written consent of FORTUNECARE. Any such assignment shall be void.

SECTION 8. 24-HOUR CUSTOMER SERVICE HOTLINE

The FORTUNECARE Customer Service Hotline is available 24 hours a day through: PLDT Landline No. 1800-10-633-8888 For Provincial based and For Metro Manila - 857-5400.

SECTION 9. INSTRUMENTATION FEES

Instrumentation fee for minimally invasive surgery and highly specialized procedures requiring the use of instruments which are not available in the hospital may be reimbursed based on FORTUNECARE standard rates.

SECTION 10. OTHER BENEFITS/ SPECIAL ARRANGEMENTS

A. This Contract is a Hospital-Based program of FORTUNECARE.

A hospital-based program allows Members to access all FORTUNECARE accredited hospitals/clinics nationwide including Makati Medical Center, St. Luke's Medical Center- Global City, St. Luke's Medical Center- Quezon City, The New Medical City Hospital, Cardinal Santos Medical Center, Asian Hospital & Medical Center, Capitol Medical Center and Proser (The Medical City Satellite Clinics). There shall be no access to Healthway Clinics.

**ARTICLE VI
SCHEDULE OF FEES AND MODE OF PAYMENT**

SECTION 1. CONTRACT PRICE

The COMPANY with respect to this CONTRACT agrees to pay FORTUNECARE the following:

1. Membership Fees (Inclusive of VAT)

| Room & Board | Membership Classification | Maximum Benefit Limit (MBL) | Annual Membership Fee per Member |
|-----------------|---------------------------|-----------------------------|----------------------------------|
| REGULAR PRIVATE | Manila-Based | Php 100,000 | Php 15,117 |
| REGULAR PRIVATE | Province-Based | 100,000 | 15,117 |
| SEMI-PRIVATE | Other Personnel | 75,000 | ~ 12,669 |

- Plan choice must be the same across all employees of the same rank/position. Highest ranking employees (and dependents, if with coverage) should get the highest plans, second ranking gets the second highest plan and so on.
 - The above rates are inclusive of 12% VAT applied only to 20% of the gross membership fees. The remaining 80% is allocated to all medical services in accordance with the benefit program.
2. Maximum Benefit Limit (MBL) – availment of member, whether In-patient, Out-patient or emergency cases, per illness per disability per year.
 3. The mode of payment shall be **annually** starting **NOVEMBER 28, 2012**.
 4. The fees mentioned herein do not include any taxes, levies or fees which any law or regulation may impose after the effectivity date of this Contract. If during the effectivity of this Contract, the fees and benefits are made subject to tax, levies or fees, or such law, regulation or its equivalent resulted to changes in the formula or manner of computing taxes thereby resulting in additional obligations on the part of FORTUNECARE, any additional amount due shall automatically be charged to the Client/Member in addition to the fees stated herein.

SECTION 2. CONTRACT AND MEMBERSHIP REQUIREMENTS

The COMPANY undertakes to submit to FORTUNECARE the following:

1. A certified list of employees with individual data of age, civil status, etc. who are to be enrolled as members of the Corporate Health Care Program to be submitted not later than two weeks before the effectivity date of this contract.

2. From time to time during the effectivity of this Contract, a list of newly eligible employee(s) (e.g. new hirees, returning regular employees) may be submitted for enrollment in the program. Membership fees as well as benefits for such enrollees shall be pro-rated accordingly.

Enrollment of membership, whether voluntary or not, is limited to thirty (30) days from the effectivity date only except for newly hired/ regularized employees; when otherwise stated in the Healthcare Contract.

3. From time to time, a list of officers or employees whose memberships under the program are to be terminated due to impending termination/ separation from employment with the corresponding date of such termination or separation.

The COMPANY must inform FORTUNECARE the termination of membership of any Member at least five (5) days prior to such termination/separation from employment, otherwise, the Company shall be liable to pay for FORTUNECARE's cost of providing health coverage to said Member beyond the effective date of termination of membership.

SECTION 3. SCHEDULE OF REFUND

Should a Member's coverage be terminated for valid reasons, such as but not limited to resignation, retirement, retrenchment, death, and any other causes of membership termination, prior to expiry date and the membership fees are paid on Annual or Semi- annual basis, the Member or the Company shall be entitled to a refund of membership fees subject to the approved schedule. The release of the refund shall be made upon receipt of the FORTUNECARE ID card/s of the member/s.

Provided further, that no refund shall be payable if there is any utilization, whether in- patient or out- patient, within the period of coverage.

The short scale schedule for refund purposes shall be computed as follows:

| If Contract has been in force for: | Percentage of ANNUAL Membership Fees |
|---|--------------------------------------|
| Not more than 1 month | 80% |
| More than 1 month but less than 2 months | 70% |
| More than 2 months but less than 3 months | 60% |
| More than 3 months but less than 4 months | 50% |
| More than 4 months but less than 5 months | 40% |
| More than 5 months but less than 6 months | 30% |
| Six (6) month or more | No Refund |

SECTION 4. ESCALATION PROVISIONS

In case of extra-ordinary inflation (declared by a competent agency of the government), FORTUNECARE reserves the right to increase and adjust the Contract price in proportion to such inflation or deflation of the money value, the same to take effect immediately following the receipt of written notice.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this _____ day of _____ 20 _____ at Pasig City.

**FORTUNE MEDICARE, INC.
(FORTUNECARE)**

**PHILIPPINE MINING
DEVELOPMENT CORPORATION**

By:

By:

DOROTHEA J. SIBAL
President & Chief Operating Officer

ATTY. LITO A. MONDRAGON
President & CEO

SIGNED IN THE PRESENCE OF:

GERONIMO V. FRANCISCO
SVP- Operations & Chief Actuary

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG) S.S.

BEFORE ME, A Notary Public for and in Pasig City, this _____ day of _____ 20 _____ personally appeared:

Government Issued ID

DOROTHEA J. SIBAL

SSS NO. 33-0501846-4

ATTY. LITO A. MONDRAGON

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the corporations they represent.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

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**PHILIPPINE MINING
DEVELOPMENT
CORPORATION**

Creating Wealth. Enriching Lives.



NOTICE TO PROCEED

18 October 2012

Mr. Edward Joseph D. Ablan

AVP- CMG Direct

Fortune Medicare, Inc.

3F Citystate Centre Bldg.,

709 Shaw Blvd., Pasig City

Dear Mr. Ablan,

With the signing and execution of our Corporate Health Care Program Contract, this is to advise and confirm that you may proceed to provide preventive, diagnostic and treatment services from accredited hospitals, medical centers and clinics to all qualified and accepted members, subject to the terms and conditions stipulated in the Contract, effective 28 November 2012.

The Company reserves the right to rescind or cancel this Notice to Proceed should you fail to comply with any conditions stated in the Contract.

Very truly yours,


Atty. Lito A. Mondragon
President/CEO