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AGREEMENT
) DATED JULY 1, 1940
BETWEEN

DR. ERNEST G. SKAGGS
FLEMING, KY.
AND
THE ELK HORN COAL CORPORATION

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THIS MEMORANDUM OF AGREEMENT, made and entered into this first day of July, 1940, by and between THE ELK HORN COAL CORPORATION, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of West Virginia, party of the first part, and DR. ERNEST G. SKAGGS, of Fleming, Letcher County, Kentucky, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) per annum, party of the second part agrees to attend or furnish proper medical attention or surgical treatment to any and all persons employed by The Elk Horn Coal Corporation, Inc. and working for it in the Fleming Division that may be injured while so employed and who have accepted the Workmen's Compensation Act, and agree that this shall be in lieu of all other charges for such services either against said employees or the company.

That, in case of accident or sickness, party of the second part is not to send any of the employees of the party of the first part to out-of-town hospitals for medical or surgical advice or aid without the approval of the Manager of The Elk Horn Coal Corporation, Inc.

That, the party of the second part, shall employ such assistant Doctors and Nurses as may be necessary to take care of Medical, Surgical and all other cases that come under the Workmen's Compensation Law, and pay the salaries of such assistant or assistants.

That, the party of the first part will furnish board for one nurse at its Fleming Hotel.

That, the party of the second part will collect a hospital fee of \$3.00 per day from all outside parties treated at the hospital and turn same over to The Elk Horn Coal Corporation, Inc.

That, the party of the second part is to pay to The Elk Horn Coal Corporation, Inc., \$5.00 per month for office rent.

It is known to both parties to this Memorandum or Agreement that the X-ray equipment now used at the Fleming Hospital and belonging to the party of the first part is an old model, and more or less difficult to maintain and to secure supplies for, and for that reason the party of the first part agrees to maintain the X-ray machine at its expense. The party of the second part is to furnish all films and developing supplies at his expense, and it is further agreed if and when the party of the first part secures new X-ray equipment for the Fleming Hospital, the party of the second part is to operate and maintain the new X-ray equipment at his expense (including cost of films and developing supplies) and it is further understood or agreed that the party of the second part is to furnish free of all charges all necessary X-ray pictures taken in connection with Workmen's Compensation cases of The Elk Horn Coal Corporation.

That, the party of the second part exercise every precaution in the handling of films because of being highly inflammable. They are a very great fire hazard, only enough of unused films should be kept in the hospital for immediate use, the surplus stock as well as the files of exposed films should be kept in the storage vault of the party of the first part, which is located on the second floor of its office building.

That, the party of the first part furnishes a building and maintains it, known as the Fleming Hospital and noted on the property map of The Elk Horn Coal Corporation as "House No. 55-56" in which are treated by the party of the second part such employees of The Elk Horn Coal Corporation as may become injured, ill, or desire or need medical or surgical treatment as well as their patients who from time to time apply to the party of the second part.

That, the party of the first part furnish said Hospital with such equipment as is now in the Hospital and owned by said party of the first part, together with the necessary maintenance of such equipment and light, heat, water, electricity, and rent of hospital. The party of the first part further agrees to furnish the necessary linen, laundry, soaps, mops, : all such supplies to be bought on a regular requisition approved by the Manager of The Elk Horn Coal Corporation.

That, the party of the first part will collect over its payrolls, a fee from each employee of: Married employees 75¢ per half month, single employees 50¢ per half month, with the further understanding that on account of the great turnover in labor the collections made from employees who work less than two weeks will be in proportion, and remit to the party of the second part, less commission of 7% for making the collections; it is also further agreed by the party of the first part that they will make collections over their payrolls for special doctor bills, covering such treatment furnished employees as is not covered by the half month fee as set forth in the first part of this paragraph, party of the second part to secure an order from all employees, who have been rendered such special services, authorizing The Elk Horn Coal Corporation to deduct from their wages a specified amount. It is also understood that the party of the first part will not be obligated for the payment of any of said special bills, but merely agrees to collect if possible from the earnings of the employees which they have in the office at the time the bills are received or from money earned later. All such orders for special services to be delivered by the party of the second part to the Auditor of The Elk Horn Coal Corporation, a commission of 10% will also be deducted from all special collections, said remittance to be made to the party of the second part in the following month.

It is understood that the fees paid by the employees does not include physicians services in obstetrical cases or services in certain venereal diseases.

That, the party of the first part in consideration of the hospital fee of \$3.00 per day charged all patients, including Workmen's Compensation cases, shall furnish food to all patients from their Fleming Hotel.

This agreement can be terminated by either party giving the other party its notice in writing.

THE ELK HORN COAL CORPORATION

By _____

D. E. G. Skaggs
Physician & Surgeon.