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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (date of earliest event reported): January 2, 2020 (December 31, 2019)

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**COMMUNITY HEALTH SYSTEMS, INC.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**001-15925**  
(Commission File Number)

**13-3893191**  
(IRS Employer  
Identification No.)

**4000 Meridian Boulevard**  
**Franklin, Tennessee 37067**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (615) 465-7000**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	CYH	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(i) Appointment of Chief Financial Officer; Compensation Arrangements in Connection Therewith

On January 2, 2020, Community Health Systems, Inc. (the “Company”), announced that the Company’s Board of Directors (the “Board”) has appointed Kevin J. Hammons as Executive Vice President and Chief Financial Officer of the Company, effective January 1, 2020, replacing Thomas J. Aaron, the Company’s Executive Vice President and Chief Financial Officer, who retired on December 31, 2019. The contemplated appointment of Mr. Hammons and retirement of Mr. Aaron were previously announced in a Current Report on Form 8-K filed by the Company on December 12, 2019, which is incorporated herein by reference. A copy of the press release making this announcement is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference into this Item 5.02.

On December 31, 2019, the Board, upon recommendation of the Compensation Committee of the Board (the “Compensation Committee”), approved an annual base salary for Mr. Hammons for 2020 of \$575,000 in connection with his promotion to Executive Vice President and Chief Financial Officer. It is contemplated that the Board, at its February 2020 meeting, will approve cash incentive compensation and long-term incentive compensation for Mr. Hammons commensurate with his new position with the Company and generally consistent with the Company’s existing practices for its retiring Chief Financial Officer.

(ii) Consultancy Agreement with Thomas J. Aaron, Former Chief Financial Officer

On December 31, 2019, CHSPSC, LLC, a wholly-owned subsidiary of the Company, entered into a consultancy agreement (the “Consultancy Agreement”) with Thomas J. Aaron, the Company’s retiring Executive Vice President and Chief Financial Officer, who retired on such date. Pursuant to the Consultancy Agreement, Mr. Aaron will provide certain consulting services related to margin improvement programs and other assignments as requested by Wayne T. Smith, Chairman and Chief Executive Officer, and/or his designee. The term of the Consultancy Agreement will be from January 1, 2020 to December 31, 2021. From January 1, 2020 through the duration of the Consultancy Agreement, Mr. Aaron will be entitled to receive consulting fees of \$25,000 per month. In addition, during the term of the Consultancy Agreement, Mr. Aaron will be subject to restrictions on competing with CHSPSC, LLC or its affiliates. He will also continue to vest in any previously granted stock options and restricted stock of Community Health Systems, Inc. in accordance with the applicable vesting schedule.

The foregoing summary of the Consultancy Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Consultancy Agreement, which is filed as Exhibit 10.1 hereto and incorporated into this report by reference.

(iii) Designation of Principal Accounting Officer

The Board determined on December 31, 2019, that Jason K. Johnson, the Company’s Senior Vice President and Chief Accounting Officer, will serve as the Company’s principal accounting officer following the promotion of Mr. Hammons as set forth above, effective January 1, 2020. Mr. Hammons formerly served as the Company’s principal accounting officer.

Mr. Johnson, age 45, is responsible for the Company’s Securities and Exchange Commission reporting matters, as well as overseeing various other accounting and financial reporting matters, including accounting policies and procedures, consolidations and accounting for acquisitions and divestitures. Mr. Johnson joined the Company in 2012 as Vice President, Assistant Corporate Controller, and in 2018 he was promoted to Vice President, Corporate Controller. In 2019, he was promoted to Vice President and Chief Accounting Officer. Prior to joining the Company, Mr. Johnson held various positions in the assurance and advisory services practice at Deloitte and Touche, LLP. He also previously served as controller of an alternative energy marketing and distribution company. Mr. Johnson holds a master’s degree in accounting from the University of Kentucky. He is a member of the American Institute for Certified Public Accountants and Tennessee Society of Certified Public Accountants.

Following this designation, Mr. Johnson is eligible to participate in the same executive compensation programs of the Company that are available to other executive officers of the Company. Mr. Johnson is not a party to any material plan, contract or arrangement with the Company in connection with this designation.

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**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

The following exhibits are incorporated herein by reference:

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Consultancy Agreement, dated December 31, 2019, by and between CHSPSC, LLC and Thomas J. Aaron</a>
99.1	<a href="#">Community Health Systems, Inc. Press Release dated January 2, 2020.</a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 2, 2020

COMMUNITY HEALTH SYSTEMS, INC.  
(Registrant)

By: /s/ Wayne T. Smith  
Wayne T. Smith  
Chairman of the Board and Chief Executive Officer  
(principal executive officer)

**CONSULTANCY AGREEMENT****TOM AARON**

This Consultancy Agreement (“Agreement”) is entered into by and between CHSPSC, LLC a Delaware Limited Liability Company (“CHSPSC”), and Tom Aaron (“Consultant”).

1. **Work to Be Performed.** It is necessary and/or advisable to promote the interests of CHSPSC and associated entities that the Consultant provides ongoing consulting services related to margin improvement programs, and other assignments as requested by Wayne T. Smith, Chairman and Chief Executive Officer (“Smith”), and/or his designee. Consultant is not entitled to this Consultancy but for this offer by CHSPSC. During the consulting period, the Consultant shall be assigned administrative support for up to eight hours per week.
2. **Term of Agreement.** The services called for under this Agreement shall commence on January 1, 2020, and extend through December 31, 2021.
3. **Terms of Payment.** From January 1, 2020 to December 31, 2021, CHSPSC shall pay Consultant \$25,000 per month. Each monthly installment shall be paid, in arrears, on the 1<sup>st</sup> business day of each month following the month of service. The timing and amount of any payments are subject to any deductions pursuant to Section 7.
4. **Reimbursement of Expenses.** CHSPSC shall reimburse Consultant for any reasonable expenses paid or incurred by Consultant on behalf of CHSPSC, other than space/clerical support to effectuate this consultancy, which shall be supplied by CHSPSC as necessary. However, no unreasonable expense shall be incurred on behalf of or paid or reimbursed by CHSPSC unless approved in advance by CHSPSC.
5. **Payroll Taxes.** CHSPSC shall neither pay nor withhold federal, state, or local income tax or payroll tax of any kind on behalf of Consultant or the employees of Consultant. Consultant shall not be treated as an employee for the services performed hereunder for federal, state, or local tax purposes.
6. **Workers’ Compensation.** As an independent contractor, Consultant is not eligible for workers’ compensation coverage.
7. **Independent Contractor Status; Post Employment Vesting and Benefits.** Consultant expressly represents and warrants to CHSPSC that (i) Consultant is not and shall not be construed to be an employee of CHSPSC and that Consultant’s status shall be that of an independent contractor for which Consultant is solely responsible for his actions and inactions, (ii) Consultant shall not act as an employee or agent of CHSPSC, and (iii) Consultant is not authorized to enter into contracts or agreements on behalf of CHSPSC or to otherwise create obligations or liabilities of CHSPSC to third parties.

Consultant was an employee of CHSPSC through December 31, 2019, and as such participated in certain benefit arrangements. The parties acknowledge and agree that as long as this Agreement shall remain in effect as provided in Section 2 of this Agreement and/or in the event of the death and/or disability of Consultant, Consultant shall continue to vest in any previously granted options and/or restricted stock in Community Health Systems, Inc. in accordance with the vesting schedule applicable to any such options or restricted stock at the time of grant and as amended and approved under this Consultancy Agreement.

As to health insurance, regardless of the death and/or disability of Consultant, CHSPSC agrees that Consultant and his current spouse may continue to enroll in group health insurances (medical, dental and vision) benefits sponsored by CHS/Community Health Systems, Inc. for CHSPSC employees located in Franklin, Tennessee by paying the monthly premium amount charged by CHSPSC to its employees through the term of this Agreement. Consultant acknowledges that the amount taxable to Consultant shall be the difference between the applicable COBRA rate and the premiums paid by Consultant.

8. **Background Checks.** Consultant agrees that implementation of this Agreement may require additional background checks (e.g. regulatory databases, criminal) at the discretion of CHSPSC. Consultant further agrees to any authorizations that are required by CHSPSC to perform any background.

9. **Confidential Matters and Proprietary Information.** Consultant recognizes that during the course of performance of the Agreement, he may acquire knowledge of confidential business information and/or trade secrets ("confidential information"). Consultant agrees to keep all such confidential information in a secure place and not to publish, communicate, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of the Agreement, any such confidential business information or trade secrets. Upon termination or expiration of this Agreement, Consultant shall deliver all records, data, information, and other documents produced or acquired during the performance of this Agreement, and all copies thereof, to CHSPSC. Such material shall remain the property of CHSPSC. This obligation of confidence shall not apply to information that is available to the Consultant from third parties on an unrestricted basis. Consultant will notify CHSPSC immediately upon receipt of any subpoena or other legal process.

10. **Covenant Not to Compete; Conflicts of Interest.** Consultant hereby covenants and agrees with CHSPSC that commencing on the date hereof and continuing through the term of this Agreement, Consultant will not, unless waived by the Chairman and Chief Executive Officer in his sole discretion, or designee, directly or indirectly, anywhere in the United States:

(a) Accept an offer of employment, serve as a consultant, or act as an agent for or as an officer, employee, or other representative of any hospital, medical center, network, healthcare system or other healthcare providers or facilities located within fifty (50) miles of a facility or business and that competes with CHSPSC or any other CHS affiliates or with any contractor, supplier, or vendor to CHSPSC or any other CHS affiliate (for the purpose of this Agreement "CHS affiliate shall mean CHSPSC, Community Health Systems, Inc. or any direct or indirect subsidiary thereof);

(b) Interfere with, solicit, disrupt, or attempt to disrupt any past, present, or prospective relationship, contractual or otherwise, between CHSPSC (or any other CHS affiliate) and any physician, supplier, or employee of CHSPSC (or any other CHS affiliate);

(c) Employ, solicit for employment, or advise or recommend to any other person that they employ or solicit for employment, any employee of CHSPSC (or any other CHS affiliate); or

(d) Discuss with any hospital, medical center, network, healthcare system or other healthcare providers or facilities, the present or future availability of services or products by a business, if Consultant has or expects to acquire a proprietary interest in such business or is or expects to be an executive or officer of such business, where such services or products are competitive with the services or products of CHS or any affiliated entities, however,

(e) Consultant may serve as a director, advisor, partner or consultant for any entity, unless such entity has or obtains a 5% or higher ownership interest in the stock of Community Health Systems, Inc. as defined in Section 13(d) of the 1934 Act and Regulation 13D.

In connection with the foregoing provisions of this Section, Consultant represents that the limitations set forth herein are reasonable and properly required for the adequate protection of CHSPSC. If a judicial determination is made that any of the provisions of this Section constitutes an unreasonable or otherwise unenforceable restriction against Consultant, the parties hereto hereby agree that any judicial authority construing this Agreement shall modify this Section to the extent necessary to protect CHSPSC's interests, in accordance with Section 13 (c). The time period for this Section does not keep running while the Consultant is in violation of any aspect of this Section.

11. **Reports.** Consultant, when directed, shall provide written reports with respect to the services rendered thereunder.

12. **Liability and Indemnification.** Consultant agrees to indemnify, hold harmless, and defend CHSPSC for, from, and against any claims, demands, actions, settlements, judgments, costs, or damages, including reasonable attorneys' fees and court costs, arising out of or related to this Agreement to the extent such claims, demands, actions, settlements, judgments, costs, or damages relate to the gross negligence or intentional misconduct of Consultant, his agents, representatives, and employees. This provision shall apply during the term of this Agreement and shall survive the termination of this Agreement.

13. **Miscellaneous.**

(a) Entire Agreement. Except for any award agreements evidencing grants of any options or restricted stock in Community Health Systems, Inc. referred to in Section 7, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, if any, between the parties. Neither party has made any representations that are not contained in this Agreement.

(b) Amendment. This Agreement may be amended only in writing by an agreement of the parties signed by Consultant and CHSPSC and identified as an amendment to this Agreement.

(c) Severability. If any provision or part of any provision of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, then the parties agree that such provision shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect. The parties further agree that, to the extent a court of competent jurisdiction deems any provision of this Agreement unenforceable, such court shall have the power to modify the terms of the Agreement by adding, deleting, or changing in its discretion any language necessary to make such provision enforceable to the maximum extent permitted by law, and the parties expressly agree to be bound by any such provision as reformed by the court.

(d) Waiver. No waiver of any provisions of this Agreement shall be effective unless the waiver is in writing and duly executed by Consultant and a designated Officer of CHSPSC.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns; provided, however, that Consultant shall not have the right to assign this Agreement to any other party.

(f) Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Tennessee without regard to the application of the conflicts-of-interest laws of the State of Tennessee or any other jurisdiction and without the benefit of any rule of construction under which a contract is construed against the drafter. Venue for any action arising out of or related to this Agreement shall lie with the courts of competent jurisdiction located in Williamson County, Tennessee, and/or, if jurisdiction lies therein, the United States District Court for the Middle District of Tennessee, and Consultant agrees to submit to the jurisdiction of such courts and waives any defense of lack of personal jurisdiction.

(g) References. The heading and caption references of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. References to the male gender shall include references to the female gender and vice versa, as applicable according to the context; references to the singular tense shall include references to the plural tense and vice versa, as applicable according to the context.



(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original document and all of which, taken together, shall be deemed to constitute a single original document.

(i) Notices. Any notice or other communications under this Agreement shall be in writing, signed by the party making the same, and shall be delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to Consultant: Tom Aaron  
[Address on file]

If to CHSPSC: CHSPSC, LLC  
Attention: General Counsel  
4000 Meridian Boulevard  
Franklin, TN 37067

All such notices shall be deemed given on the date personally delivered or, if mailed, three days after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 31st day of December, 2019.

**CONSULTANT**

**CHSPSC, LLC**

/s/ Tom Aaron  
Tom Aaron

By: /s/ Wayne T. Smith  
Wayne T. Smith  
Chairman and Chief Executive Officer

*For convenience, this Agreement may be signed and electronically transmitted between the Parties and be as effective as a signed, paper agreement.*



**KEVIN HAMMONS NAMED CHIEF FINANCIAL OFFICER  
OF COMMUNITY HEALTH SYSTEMS**

**FRANKLIN, Tenn. (January 2, 2020)** – Community Health Systems, Inc. (NYSE: CYH) announced today that Kevin Hammons has been appointed Executive Vice President and Chief Financial Officer, effective January 1, 2020.

Hammons joined Community Health Systems in 1997 and has held numerous financial leadership roles during his more than 20-year tenure, including overseeing accounting and financial reporting, SEC reporting, budgeting, design and implementation of financial systems and processes, capital market transactions, corporate finance and treasury management functions and the Company’s divestiture program. Most recently, he has served as Senior Vice President, Assistant Chief Financial Officer and Treasurer.

Hammons succeeds Thomas J. Aaron, who served as the Company’s Executive Vice President and Chief Financial Officer from May 2017 through his retirement on December 31, 2019.

**About Community Health Systems, Inc.**

Community Health Systems, Inc. is one of the largest publicly traded hospital companies in the United States and a leading operator of general acute care hospitals in communities across the country. The Company, through its subsidiaries, owns, leases or operates 99 affiliated hospitals in 17 states with an aggregate of approximately 16,000 licensed beds. The Company’s headquarters are located in Franklin, Tennessee, a suburb south of Nashville. Shares in Community Health Systems, Inc. are traded on the New York Stock Exchange under the symbol “CYH.” More information about the Company can be found on its website at [www.chs.net](http://www.chs.net).

**Forward-Looking Statements**

This press release may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995 that involve risk and uncertainties. Actual future events or results may differ materially from these statements. Readers are referred to the documents filed by Community Health Systems, Inc. with the Securities and Exchange Commission, including the Company’s annual report on Form 10-K, current reports on Form 8-K and quarterly reports on Form 10-Q. These filings identify important risk factors and other uncertainties that could cause actual results to differ from those contained in the forward-looking statements. The Company undertakes no obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

**Investor Contacts:**

Kevin Hammons, 615-465-7000  
Executive Vice President and Chief Financial Officer  
or  
Ross W. Comeaux, 615-465-7012  
Vice President – Investor Relations

**Media Contact:**

Tomi Galin, 615-628-6607  
Senior Vice President, Corporate  
Communications, Marketing and Public Affairs

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