

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 11-K

**ANNUAL REPORT PURSUANT TO SECTION 15(d) OF THE SECURITIES AND EXCHANGE ACT OF
1934 (FEE REQUIRED)**

For the year ended December 31, 2007

OR

**TRANSITION REPORT PURSUANT TO SECTION 15(d) OF THE SECURITIES EXCHANGE ACT OF
1934 (NO FEE REQUIRED)**

For the transition period from _____ to _____

Commission file number 001-15925

COMMUNITY HEALTH SYSTEMS, INC. 401(k) PLAN

COMMUNITY HEALTH SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or
organization)

13-3893191
I.R.S. Employer
Identification Number)

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

37067
(Zip Code)

Registrant's telephone number, including area code:

(615) 465-7000

COMMUNITY HEALTH SYSTEMS, INC. 401(k) PLAN

TABLE OF CONTENTS

	<u>Page</u>
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	1
FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006:	
Statements of Net Assets Available for Benefits	2
Statements of Changes in Net Assets Available for Benefits	3
Notes to Financial Statements	4-10
SUPPLEMENTAL SCHEDULE AS OF DECEMBER 31, 2007	
Form 5500, Schedule H, Part IV, Line 4i Schedule of Assets (Held at End of Year)	11
SIGNATURES	12
EXHIBIT INDEX	13
EX-10.1 SIXTH AMENDMENT TO THE COMMUNITY HEALTH SYSTEMS, INC. 401(K) PLAN DATED JULY 24, 2007	
EX-10.2 SEVENTH AMENDMENT TO THE COMMUNITY HEALTH SYSTEMS, INC. 401(K) PLAN DATED DECEMBER 21, 2007	
EX-10.3 EIGHTH AMENDMENT TO THE COMMUNITY HEALTH SYSTEMS, INC. 401 (K) PLAN DATED MARCH 28, 2008	
EX-23 CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	

Schedules other than that listed above have been omitted due to the absence of the conditions under which they are required.

[Table of Contents](#)

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Participants and the Retirement Committee of
Community Health Systems, Inc. 401(k) Plan
Franklin, Tennessee

We have audited the accompanying statements of net assets available for benefits of Community Health Systems, Inc. 401(k) Plan (the "Plan") as of December 31, 2007 and 2006, and the related statements of changes in net assets available for benefits for the years then ended. These financial statements are the responsibility of the Plan's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Plan is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the net assets available for benefits of the Plan as of December 31, 2007 and 2006, and the changes in net assets available for benefits for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental schedule of Assets (Held at End of Year) as of December 31, 2007, is presented for the purpose of additional analysis and is not a required part of the basic financial statements, but is supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. This schedule is the responsibility of the Plan's management. Such schedule has been subjected to the auditing procedures applied in our audit of the basic 2007 financial statements and, in our opinion, is fairly stated in all material respects when considered in relation to the basic financial statements taken as a whole.

/s/ DELOITTE & TOUCHE LLP

Nashville, TN
June 17, 2008

[Table of Contents](#)**COMMUNITY HEALTH SYSTEMS, INC. 401(k) PLAN
STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
DECEMBER 31, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
ASSETS		
Investments at fair value:		
Investments	\$ 337,804,780	\$ 287,753,373
Participant notes receivable	9,086,953	7,107,791
Total investments	<u>346,891,733</u>	<u>294,861,164</u>
Receivables:		
Participant contributions	2,009,254	1,721,212
Employer matching contribution	14,150,966	10,399,039
Total receivables	<u>16,160,220</u>	<u>12,120,251</u>
TOTAL ASSETS	<u>363,051,953</u>	<u>306,981,415</u>
LIABILITIES		
Forfeitures in suspense	237,835	195,799
Administrative fees	92,646	77,999
TOTAL LIABILITIES	<u>330,481</u>	<u>273,798</u>
NET ASSETS AVAILABLE FOR BENEFITS AT FAIR VALUE	<u>362,721,472</u>	<u>306,707,617</u>
Adjustments from fair value to contract value for fully benefit — responsive investment contracts	<u>678,029</u>	<u>945,791</u>
NET ASSETS AVAILABLE FOR BENEFITS	<u>\$ 363,399,501</u>	<u>\$ 307,653,408</u>

See notes to financial statements

[Table of Contents](#)**COMMUNITY HEALTH SYSTEMS, INC. 401(k) PLAN
STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
DECEMBER 31, 2007 AND 2006**

	<u>2007</u>	<u>2006</u>
Additions to net assets attributed to:		
Investment income:		
Net (depreciation) appreciation in fair value of investments	\$ (16,011,736)	\$ 9,684,953
Interest	568,222	375,722
Dividends	<u>29,023,782</u>	<u>13,807,985</u>
Total investment income	<u>13,580,268</u>	<u>23,868,660</u>
Contributions:		
Participant	54,524,191	45,150,408
Rollover	3,190,818	3,577,579
Employer matching	14,150,966	10,399,039
Total contributions	<u>71,865,975</u>	<u>59,127,026</u>
Total additions	<u>85,446,243</u>	<u>82,995,686</u>
Deductions from net assets attributed to:		
Benefits paid to participants	29,092,872	21,154,668
Forfeitures in suspense	237,835	195,799
Participant paid administrative fees	<u>369,443</u>	<u>391,827</u>
Total deductions	<u>29,700,150</u>	<u>21,742,294</u>
Net increase	55,746,093	61,253,392
Net assets available for benefits:		
Beginning of year	<u>307,653,408</u>	<u>246,400,016</u>
End of year	<u>\$ 363,399,501</u>	<u>\$ 307,653,408</u>

See notes to financial statements

COMMUNITY HEALTH SYSTEMS, INC. 401(k) PLAN

**NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2007 AND 2006**

1. DESCRIPTION OF THE PLAN

General. CHS/Community Health Systems, Inc., a Delaware corporation (the “Company” or the “Plan Administrator”) is the current sponsor of the “Community Health Systems, Inc. 401(k) Plan” (the “Plan”). The Plan was initially adopted in 1987, and operates pursuant to an amended and restated Plan document dated as of August 1, 2003. The Company is a wholly-owned subsidiary of Community Health Systems, Inc., a Delaware corporation whose stock is publicly traded on the NYSE under the trading symbol “CYH” (hereinafter, the “Parent”). The Plan has been adopted by the Parent, as well as, with certain exceptions, those of its wholly-owned and majority-owned subsidiaries that have employees. The Plan and related trust are maintained for the exclusive benefit of the Plan participants, and no part of the trust may ever revert to the Company, except forfeitures of any unvested portion of a participant’s “Matching Account,” which may offset future Company contributions. Participants should refer to the Plan agreement for a complete description of the Plan’s provisions.

For direct and indirect subsidiaries of the Company, including Community Health Systems Professional Services Corporation, participation in the Plan is available to primarily all full-time employees after completion of six months of eligible service, as defined in the Plan document, or upon reaching the employee’s 21st birthday, whichever is later. Eligible service includes all previous service with an employer of an acquired facility. All employees of subsidiaries of the Company are entitled to participate with the exception of most individuals covered by a collective bargaining contract or by other retirement plans to which their employer is required to contribute. In certain circumstances specified in the Plan agreement, these employees are also eligible to participate.

Northern Louisiana Medical Center was acquired by a subsidiary of the Company on April 1, 2007 and commenced participation into the Plan on that date. Porter Hospital was acquired by a subsidiary of the Company on May 1, 2007 and commenced participation into the Plan on June 1, 2007.

River West Medical Center was divested on September 1, 2007 and ceased participation in the Plan on that date.

Forrest City Medical Center was acquired by a subsidiary of the Company on March 1, 2006 and commenced participation into the Plan on April 1, 2006. Cherokee Medical Center and DeKalb Regional Medical Center were acquired by a subsidiary of the Company on April 1, 2006 and commenced participation into the Plan on that date. Ponca City Medical Center was acquired by a subsidiary of the Company on May 1, 2006 and commenced participation into the Plan on that date. Mineral Area Regional Medical Center was acquired by a subsidiary of the Company on June 1, 2006 and commenced participation into the Plan on July 1, 2006. Vista Medical Center was acquired by a subsidiary of the Company on July 1, 2006 and commenced participation into the Plan on that date. HomeCare PRN was acquired by a subsidiary of the Company on September 1, 2006 and commenced participation into the Plan on October 1, 2006. Union County Hospital and Weatherford Regional Medical Center were acquired by a subsidiary of the Company on November 1, 2006 and commenced participation into the Plan on that date.

Effective July 25, 2007, the Parent acquired Triad Hospitals, Inc. (“Triad”). The Company continues to maintain a defined contribution plan established by Triad for its employees and those employees are not eligible to participate in this Plan.

Highland Medical Center was divested on March 18, 2006 and ceased participation in the Plan on that date.

All capitalized terms not defined herein have the definition as defined in the Plan document.

Administration. The Plan is administered by the Company’s Retirement Committee of not less than three persons, all appointed by the Company’s Board of Directors. The Retirement Committee is responsible for carrying out the provisions of the Plan, including the selection of the trustee. Scudder Trust Company (“Trustee”) serves as trustee for the Plan. The Trustee holds, invests and administers the trust assets and contributions of the Plan.

Table of Contents

Contributions. Eligible employees electing to participate in the Plan may make contributions by payroll deductions of 1% to 25% of basic compensation as defined in the Plan document, to the extent not exceeding Internal Revenue Service (“IRS”) imposed limitations on contributions (\$15,500 for 2007 and \$15,000 for 2006 Plan years). Participants who attained age 50 before the close of the calendar year were eligible to make catch-up contributions up to \$5,000 for 2007. Employee contributions beyond specific Plan thresholds are reimbursed to the participants. Prior to each Plan year, employer contribution percentages are determined by the Plan Administrator. The standard employer matching contribution is 33.34% of the first 6% of eligible employee contributions. Employer matching contributions for 2007 and 2006 for certain hospitals ranged from 33.34% to 50% of the first 6% of eligible compensation the employee contributes to the Plan. In addition to the standard employer matching contribution, a discretionary contribution is made to the participants at Porter Hospital based upon those participants’ years of service. The employer matching contribution may be made in the form of cash or shares of the Parent’s common stock. In either case, the matching contribution is deposited into the CHS Unitized Stock Portfolio, which purchases the Parent’s stock on the open market. Any matching contribution made to the participant’s account is initially held in the CHS Unitized Stock Portfolio. Participants are permitted to instruct the Trustee to transfer the funds to another permitted investment at any time. The employer matching contributions deposited into the participants’ accounts in the subsequent plan year consisted of \$14,150,966 in cash for 2007 and \$10,399,039 in cash for 2006.

Participant Accounts. The Retirement Committee utilizes the services of an outside firm to maintain individual accounts of each participant and record separately all activity as follows:

“The Deferred Account”	The value of participants’ employee contributions and earnings on those contributions is maintained in this account.
“The Rollover Account”	The value of any rollover contributions from another qualified plan and associated earnings is maintained in this account.
“The Matching Account”	The value of matching contributions made by the Company on behalf of participants and associated earnings is maintained in this account.

Amendments. The First Amendment to the Plan was effective on January 1, 2004 to redefine the “Formula for Determining Employer Contributions,” to increase the maximum elective deferral percentage available under the Plan and to allow catch-up contributions. The Employer may allocate in its sole discretion and in a non-discriminatory manner a different matching contribution for the Plan year to participants at each of its different facilities, as amended from time to time by the Plan Administrator. The amendment also increased the maximum elective deferral percentage from 15% to 25%. Also, employees who are eligible to make elective deferrals under the Plan and who have attained age 50 before the close of the calendar year become eligible to make catch-up contributions. To make catch-up contributions, the employee must contribute the maximum available to the employee through regular 401(k) deductions. The limit for catch-up contributions for 2007 was \$5,000. This limit is indexed each year for inflation.

The Second Amendment to the Plan was effective on January 1, 2004 to allow for installment and other forms of distribution of benefits. The Plan Administrator, pursuant to the election of the participant, will direct the Trustee to distribute to a participant or such participant’s beneficiary any amount to which the participant is entitled under the Plan in one or more of the following methods: a) one lump sum cash payment; b) partial cash payments; or c) partial cash payments over a period certain in monthly, quarterly, semi-annual or annual installments. The period over which such payment is to be made may not extend beyond the participant’s life expectancy (or the life expectancy of the participant and the participant’s designated beneficiary).

Table of Contents

The Third Amendment to the Plan, effective January 1, 2004, defines that only participants who are actively employed at the beginning of the last day of the Plan year by the employer or an affiliated employer whose employees are eligible for a matching contribution under Section 4.1(b) of the Plan are eligible to share in the Employer Matching Contributions for the year.

The Fourth Amendment to the Plan was effective on March 28, 2005, to incorporate required provisions under the Economic Growth and Tax Relief Reconciliation Act of 2001. This revision redefines the section of the Plan entitled "Determination of Benefits upon Termination." If a Terminated Participant does not specify the designation of a distribution that is in excess of \$1,000 to be made to an eligible retirement plan in a direct rollover or does not elect to receive the distribution directly, the Plan Administrator will make a direct transfer of such distribution to an individual retirement plan designated by the Plan Administrator.

The Fifth Amendment to the Plan, effective January 1, 2006, adds additional criteria for a hardship withdrawal under the Plan. Permissible events now also include payments for burial or funeral expenses for deceased parents, spouses, children or other dependents; and expenses for the repair of damage to a principal residence that would qualify for the casualty deduction under the Internal Revenue Service Code (the "Code").

Effective January 1, 2006, only those employees of Watsonville Hospital Corporation who were (i) employees designated by the Plan Administrator as "Key Hospital Managers," and (ii) employees who are highly compensated employees of Watsonville Hospital Corporation and who are not employees whose employment is governed by a collective bargaining agreement between the Affiliated Employer and "employee representatives" (under which retirement benefits were the subject of good-faith bargaining) were eligible to participate in the Plan.

The Sixth Amendment to the Plan, effective immediately prior to the acquisition of Triad, modifies the definition of "compensation" to exclude wages, salaries and fees for professional services and other amounts received for personal services rendered in the course of employment with Triad Hospitals, Inc. or any of its subsidiaries.

The Seventh Amendment to the Plan contains modifications necessary to comply with the Pension Protection Act of 2006 ("PPA"). Effective January 1, 2007, notification periods related to distributions were extended as required by the PPA. Effective April 6, 2007, provisions related to qualified domestic relations orders ("QDRO") were expanded to include a QDRO issued after or revising another QDRO or issued after the annuity starting date or after the participant's death. Effective January 1, 2008, provisions related to direct rollovers are modified to expand the definition of "eligible retirement plan" and to provide for non-spouse designated beneficiary rollovers.

Vesting. The balance in the participants' Deferred and Rollover Accounts is at all times fully vested and nonforfeitable. A participant becomes 20% vested in the "Matching Account" after one year of service and an additional 20% for each year of service thereafter until fully vested. A participant is credited with one year of service if the participant works 500 or more hours during the Plan year. Termination of participation in the Plan prior to the scheduled vesting period results in forfeiture of the unvested portion of a participant's Matching Account. These forfeitures are applied to reduce the Company's matching contribution payments made to the Plan in future periods and are reflected as a liability of the Plan in the accompanying statements of net assets available for benefits. Forfeitures of \$237,835 and \$195,799 were applied against the Company's matching contribution payments for the years ended December 31, 2007 and 2006, respectively.

Payment of Benefits. A participant or designated beneficiary is entitled to a distribution of the total value of the participant's accounts upon retirement at age 65, becoming totally and permanently disabled or death. Upon termination of employment before the participant's 65th birthday for reasons other than death, the participant is entitled to receive the total value of the Deferred and Rollover Accounts and the vested portion of the Matching Account. While employed, participants may borrow from their accounts in the form of a loan or can withdraw from their accounts in the event of financial hardship. Such hardship withdrawals are limited to the value of the Deferred and Rollover Accounts.

Table of Contents

The Retirement Committee requires a participant requesting a hardship withdrawal to submit proof which demonstrates an immediate and heavy financial need which cannot be reasonably satisfied from other resources available to the participant. In addition, participants may make certain other withdrawals while employed in accordance with IRS regulations.

Funding. The Company transfers the full matching contribution to the Trustee as soon as practical after the close of the Plan year.

Investments Options. Contributions to the Plan are invested by the Trustee according to the participant's instruction in one or a combination of several fund options. Participants may change their investment election or initiate transfers between funds by giving notice to the Plan Administrator.

Plan Termination. Although it has not expressed any intent to do so, the Company's Board of Directors has the right to discontinue its contributions at any time and to terminate the Plan subject to the provisions of the Employee Retirement Income Security Act of 1974. In the event of Plan termination, participants will become 100% vested in their respective accounts.

Participant Notes Receivable. Participants may borrow from their fund accounts a minimum of \$1,000 up to a maximum equal to the lesser of \$50,000 or 50% of their account balance. Loan transactions are treated as a transfer to (from) the investment fund from (to) the Participant Loan Fund. Loan terms range from 1-5 years or up to 15 years for the purchase of a primary residence. The loans are secured by the balance in the participant's account and bear interest at a rate commensurate with local prevailing rates as determined by the Trustee. Interest rates on outstanding loans ranged from 4.0% to 9.5% as of December 31, 2007. Principal and interest is paid ratably over the term of the loan through payroll deductions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting. The Plan's financial statements are prepared under the accrual method of accounting.

Use of Estimates. The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets available for benefits and changes therein. Actual results could differ from these estimates. The Plan utilizes various investment instruments. Investment securities, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

Valuation of Investments. The Plan's investments are stated at fair value. Securities traded on the national securities exchange are valued at the last reported sales price on the last business day of the Plan year. Investments traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the average of the last reported bid and asked prices. The fair values of the participation units owned by the Plan in pooled separate accounts are based on a redemption value established by the Trustee. The Plan's investments in pooled separate accounts consist of investments in accounts established by the Trustee solely for the purpose of investing the assets of one or more plans. Investments in collective investment funds or regulated investment companies are valued at the net asset value per share/unit on the valuation date. Short-term investments, if any, are stated at amortized cost, which approximates market value. Participant loans are valued at their outstanding balance, which approximates fair value.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on an accrual basis. Dividends are recorded on the ex-dividend date.

Table of Contents

The Plan's investment in the Scudder Stable Value Fund contains contracts which are fully benefit-responsive. The statements of net assets available for benefits present investment contracts at fair value as well as an additional line item showing an adjustment for fully benefit-responsive contracts from fair value to contract value. The statement of changes in net assets available for benefits is presented on a contract value basis.

Expenses. The participants of all funds are charged with expenses in connection with the purchase and sale of shares in each respective fund. Also, the participants in the Plan are charged a per-participant administrative fee. Participants paid an aggregate of \$354,796 and \$400,115 in administrative costs to the Trustee in 2007 and 2006, respectively. All other expenses incurred in the administration of the Plan are borne by the Company. The Company paid \$41,774 and \$67,073 for Plan expenses in 2007 and 2006, respectively.

Payment of Benefits. Benefits are recorded when paid.

New Accounting Pronouncement. In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, *Fair Value Measurements* ("SFAS No. 157"), which defines fair value, provides a framework for measuring fair value, and expands disclosures required for fair value measurements. SFAS No. 157 applies to other accounting pronouncements that require fair value measurement; it does not require any new fair value measurements. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007, and will be adopted by the Plan as of January 1, 2008. The Plan is currently assessing the potential impact that SFAS No. 157 will have on its net assets available for benefits or changes therein.

3. TAX STATUS

The Plan received a determination letter dated June 16, 2004, in which the IRS stated that the Plan was in compliance with the applicable requirements of Section 401(a) and Section 501(c) of the Code. The Plan has been amended since receiving the determination letter. However, the Plan Administrator and the Plan's tax counsel believe that the Plan is designed and is currently being operated in compliance with the applicable requirements of the Code.

[Table of Contents](#)**4. INVESTMENTS**

Investments that represent five percent or more of the net assets available for benefits as of December 31, 2007 and 2006 are as follows:

<u>Investment</u>	<u>Fair Value</u>
as of December 31, 2007:	
Scudder — Dreman High Return Equity Fund — A	\$41,552,071
CHS Unitized Stock Portfolio	40,924,533
The Growth Fund of America — A	36,061,274
Scudder Stable Value Fund (1)	35,593,463
Scudder Stock Index Trust (1)	26,343,738
Scudder Value Builder Fund — A	22,588,327
Thornburg International Value Fund — R4	21,106,225
Scudder Core Fixed Income Fund — A	19,122,506
as of December 31, 2006:	
CHS Unitized Stock Portfolio	\$36,062,946
Scudder Stable Value Fund (1)	31,142,512
The Growth Fund of America — A	27,653,000
Scudder Stock Index Trust (1)	24,670,131
Scudder Flag Investment Value Builder — A	24,212,750
Scudder Large Cap Value Fund — A	21,062,574
Scudder — Dreman High Return Equity Fund — A	18,180,202
Templeton Foreign Fund — A	16,668,157
Scudder Core Fixed Income Fund — A	16,239,090

The following schedule presents the net appreciation (depreciation) in fair value for each significant class of investment for the years ended December 31, 2007 and 2006:

	<u>2007</u>	<u>2006</u>
Mutual funds	\$ (17,534,198)	\$ 8,067,107
Common/collective trust funds (1)	1,312,751	3,262,937
CHS Unitized Stock Portfolio	209,711	(1,645,091)
	<u>\$ (16,011,736)</u>	<u>\$ 9,684,953</u>

(1) Includes pooled separate accounts and collective investment funds.

[Table of Contents](#)

5. RECONCILIATION OF FINANCIAL STATEMENTS TO FORM 5500

The following is a reconciliation of net assets available for benefits per the financial statements to the Form 5500 as of December 31, 2007 and 2006 and a reconciliation of the increase in net assets per the financial statements to the net income per the Form 5500 for the year ended December 31, 2007.

	<u>2007</u>	<u>2006</u>
Net assets available for benefits per the financial statements	\$ 363,399,501	\$ 307,653,408
Adjustment from contract value to fair value for fully benefit-responsive investment contract	(678,029)	(945,791)
Net assets per Form 5500	<u>\$ 362,721,472</u>	<u>\$ 306,707,617</u>
Increase in net assets per the financial statements	\$ 55,746,093	
Adjustment from contract value to fair value for fully benefit-responsive investment contract	267,762	
Net income per Form 5500	<u>\$ 56,013,855</u>	

6. SUBSEQUENT EVENT

The Eighth Amendment to the Plan was executed March 28, 2008. It redefines certain terms to comply with regulations promulgated by the Secretary of Treasury under Section 415 of the Code effective January 1, 2008. Effective February 15, 2008, "Effective Date of Participation" is redefined to be the first day of the pay period following the date an employee meets the Plan's eligibility requirements. In addition, effective January 1, 2008, provisions of the Plan are modified to allow participants who have transferred to another plan sponsored by the Company to access funds in the Plan through participant loans and hardship withdrawals.

[Table of Contents](#)

COMMUNITY HEALTH SYSTEMS, INC. 401(k) PLAN

FORM 5500, SCHEDULE H, PART IV, LINE 4i -
SCHEDULE OF ASSETS (HELD AT END OF YEAR)
DECEMBER 31, 2007

Identity of Issue, Borrower, Lessor or Similar Party	Description of Investment Including Maturity Date, Rate of Interest, Collateral, Par or Maturity Value	Current Value
* Scudder Investments	Scudder-Dreman High Return Equity Fund — A	\$ 41,552,071
* Scudder Investments	Scudder Stable Value Fund (1)	35,593,463
* Scudder Investments	Scudder Stock Index Trust (1)	26,343,738
* Scudder Investments	Scudder Value Builder Fund — A	22,588,327
* Scudder Investments	Scudder Core Fixed Income Fund — A	19,122,506
* Scudder Investments	Scudder Global Opportunities Fund — A	13,961,517
* Scudder Investments	Scudder Mid Cap Growth Fund — A	11,661,209
American Century Investments	American Century Strategic Allocation Conservative Fund — A	6,514,678
American Century Investments	American Century Strategic Allocation Moderate Fund — A	15,163,752
American Century Investments	American Century Strategic Allocation Aggressive Fund — A	9,081,544
Capital Research and Management Company	American Funds The Growth Fund of America — A	36,061,274
Credit Suisse Asset Mgt, LLC	Credit Suisse Small Cap Value Fund — A	6,216,286
Goldman Sachs	Goldman Sachs Mid Cap Value Fund — A	8,896,748
Templeton Global Advisors Limited	Templeton Growth Fund, Inc. — A	6,135,950
The Hartford	Hartford Small Company Fund HLS — 1B	16,880,959
Thornburg Investment Management	Thornburg International Value Fund — R4	21,106,225
* Community Health Systems, Inc.	CHS Unitized Stock Portfolio	40,924,533
* Various Participants	Participant notes receivable with interest rates ranging from 4.0% to 9.5% and maturities ranging from January 1, 2008 to December 20, 2012.	9,086,953
		<u>\$ 346,891,733</u>

* Identified party-in-interest

(1) Includes pooled separate accounts and collective investment funds.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the trustees (or other persons who administer the employee benefit plan) have duly caused this annual report to be signed on its behalf by the undersigned hereunto duly authorized.

**COMMUNITY HEALTH SYSTEMS, INC. 401(k)
PLAN**

Date: June 17, 2008

By: /s/ WAYNE T. SMITH
Wayne T. Smith
Chairman of the Board President and Chief Executive
Officer

Date: June 17, 2008

By: /s/ W. LARRY CASH
W. Larry Cash
Executive Vice President, Chief Financial Officer and
Director

Date: June 17, 2008

By: /s/ T. MARK BUFORD
T. Mark Buford
Vice President and Corporate Controller

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Sixth Amendment to the Community Health Systems, Inc 401(K) Plan dated July 24, 2007
10.2	Seventh Amendment to the Community Health Systems, Inc 401(K) Plan dated December 21, 2007
10.3	Eighth Amendment to the Community Health Systems, Inc. 401(K) Plan dated March 28, 2008
23	Consent of Independent Registered Public Accounting Firm

EXHIBIT 10.1

**SIXTH AMENDMENT TO THE
COMMUNITY HEALTH SYSTEMS, INC. 401(K) PLAN**

WHEREAS, CHS/Community Health Systems, Inc. (the “Company”) has previously established and currently maintains the Community Health Systems, Inc. 401(k) Plan (the “Plan”); and

WHEREAS, the Company has retained the right to amend the Plan in Section 8.1 of the Plan; and

WHEREAS, the Company’s parent corporation, Community Health Systems, Inc. (“CHS”), has entered into an Agreement and Plan of Merger by and among CHS, Triad Hospitals, Inc. (“Triad”), and FWCT-1 Acquisition Corporation, dated as of March 19, 2007 (the “Merger Agreement”), under which a wholly-owned subsidiary of CHS will be merged with and into Triad, and Triad will become a wholly-owned subsidiary of CHS (the “Merger”); and

WHEREAS, the Company desires to amend the Plan in connection with the Merger Agreement to revise the definition of Compensation under the Plan and Exhibit A to the Plan relating to eligibility.

NOW, THEREFORE, the Plan is hereby amended in the following respects, effective as of the times set forth herein:

1. The following shall be added as the last sentence of Section 1.10 of the Plan, “Compensation,” effective immediately prior to the Effective Time (as defined in the Merger Agreement) of the Merger:

Notwithstanding the foregoing, Compensation shall not include wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with Triad Hospitals, Inc. or any of its subsidiaries.

2. Exhibit A of the Plan is hereby deleted and replaced in its entirety in substantially the same form as set forth in the Exhibit attached hereto, effective immediately prior to the Effective Time.

3. Except as otherwise provided in this Sixth Amendment, the Plan shall remain in full force and effect.

4. This amendment is subject to the closing of the transaction contemplated by the Merger Agreement.

SIGNED this 24th day of July, 2007, effective as of the times set forth herein.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Linda Parsons

Title: Vice President

EXHIBIT 10.2

**SEVENTH AMENDMENT TO THE
COMMUNITY HEALTH SYSTEMS, INC. 401(K) PLAN**

WHEREAS, CHS/Community Health Systems, Inc. (the "Company") has previously established and currently maintains the Community Health Systems, Inc. 401(k) Plan (the "Plan"); and

WHEREAS, the Company has retained the right to amend the Plan in Section 8.1 of the Plan; and

WHEREAS, the Company desires to amend the Plan with respect to certain provisions of the Pension Protection Act of 2006.

NOW, THEREFORE, the Plan is hereby amended in the following respects, effective as of the dates set forth herein:

1. Effective as of January 1, 2007, Section 6.5(c)(2) of the Plan is hereby deleted and replaced in its entirety as follows:

(2) The Participant must be informed of the right to defer receipt of the distribution and the consequences of failing to defer receipt of the distribution. For notices issued before the 90th day after the issuance of Treasury Regulations with respect to such notices (unless future Internal Revenue Service guidance otherwise requires), such notices will include: (i) a description indicating the investment options available under the Plan (including fees) that will be available if the Participant defers distribution; and (ii) the portion of the summary plan description that contains any special rules that might affect materially a Participant's decision to defer; thereafter, such notices shall include the information required under the Treasury Regulations. If a Participant fails to consent, it shall be deemed an election to defer the commencement of payment of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions that are required under Section 6.5(d).

2. Effective as of January 1, 2007, the first sentence of Section 6.5(c)(3) of the Plan is hereby deleted and replaced in its entirety as follows:

Notice of the rights specified under this paragraph shall be provided no less than thirty (30) days and no more than one hundred and eighty (180) days before the Annuity Starting Date.

3. Effective as of January 1, 2007, Section 6.5(c)(4) of the Plan is hereby deleted and replaced in its entirety as follows:

Written (or such other form as permitted by the Internal Revenue Service) consent of the Participant to the distribution must not be made before the Participant receives the notice and must not be made more than one hundred and eighty (180) days before the Annuity Starting Date.

4. Effective as of April 6, 2007, Section 6.12 of the Plan is hereby amended to add the following at the end of Section 6.12:

Notwithstanding the foregoing, a domestic relations order will not fail to be a qualified domestic relations order (“QDRO”) solely (1) because the order is issued after, or revises, another domestic relations order or QDRO, or (2) because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant’s death.

5. Effective as of January 1, 2008, Section 6.14(b)(2) of the Plan is hereby deleted and replaced in its entirety as follows:

An “eligible retirement plan” is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to account separately for amounts transferred into such plan from this Plan, or a qualified trust described in Code Section 401(a), and that accepts the “distributee’s” “eligible rollover distribution.” However, in the case of an “eligible rollover distribution” to the surviving spouse or a non-spouse Beneficiary who is a “Designated Beneficiary” under Code Section 401(a)(9)(E) and the Treasury Regulations thereunder, an “eligible retirement plan” is an individual retirement account or individual retirement annuity. The definition of “eligible retirement plan” shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p).

6. Effective as of January 1, 2008, Section 6.14(b)(3) of the Plan is hereby deleted and replaced in its entirety as follows:

A “distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse, the Employee’s or former Employee’s spouse or former spouse who is the Alternate Payee under a qualified domestic relations order as defined in Code Section 414(p), and the Employee’s non-spouse Beneficiary who is a “Designated Beneficiary” under Code Section 401(a)(9)(E) and the Treasury Regulations thereunder, are “distributees” with regard to the interest of the spouse or former spouse. Notwithstanding the foregoing, a distribution to a non-spouse Beneficiary is not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f), or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a “60-day” rollover. If the Employee’s named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a Designated Beneficiary. Notwithstanding the foregoing, a non-spouse Beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Treasury Regulations and other Internal Revenue Service

guidance. If the Participant dies before his/her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treasury Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

7. Except as otherwise provided in this Seventh Amendment, the provisions of the Plan shall remain in full force and effect.

SIGNED this 21st day of DECEMBER, 2007, effective as of the dates set forth herein.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Linda Parsons

Title: VICE PRESIDENT

EXHIBIT 10.3

**EIGHTH AMENDMENT TO THE
COMMUNITY HEALTH SYSTEMS, INC. 401(K) PLAN**

WHEREAS, CHS/Community Health Systems, Inc. (the "Company") has previously established and currently maintains the Community Health Systems, Inc. 401(k) Plan (the "Plan"); and

WHEREAS, the Company has retained the right to amend the Plan in Section 8.1 of the Plan; and

WHEREAS, the Company desires to amend the Plan (1) as necessary for final regulations of the Secretary of Treasury under Section 415 of the Internal Revenue Code, (2) with respect to certain provisions regarding Participant loans and hardship withdrawals, and (3) with respect to certain provisions regarding the effective date of deferral elections, effective as of January 1, 2008.

NOW, THEREFORE, the Plan is hereby amended in the following respects:

1. Effective as of January 1, 2008, Section 1.10 of the Plan, "Compensation," is amended to add the following:

Notwithstanding any provision of the Plan to the contrary, a Participant may not make elective deferrals with respect to amounts that are not compensation as defined in Code Section 415(c)(3), provided, however, that for this purpose compensation is not limited to the annual compensation limit of Code Section 401(a)(17).

2. Effective as of January 1, 2008, Section 1.28 of the Plan, "415 Compensation," is amended to add the following:

Notwithstanding any provision of the Plan to the contrary, effective for Plan Years beginning on or after January 1, 2008, 415 Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer. However, amounts described in subsections (a) and (b) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the Plan Year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

(a) 415 Compensation shall include regular pay after severance of employment if:

(1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such

as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) Leave cashouts shall be included in 415 Compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in 415 Compensation if the compensation would have been included in the definition of 415 Compensation if it had been paid prior to the Participant's severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(c) 415 Compensation does not include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(d) 415 Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)).

415 Compensation for a Plan Year shall not include amounts earned but not paid during the Plan Year solely because of the timing of pay periods and pay dates.

3. Effective as of February 15, 2008, Subsection (a) of Section 3.2 of the Plan, "Effective Date of Participation," is deleted in its entirety and replaced with the following:

(a) An Eligible Employee shall become a Participant effective as of the first day of the pay period following the date such Employee met the eligibility requirements of Section 3.1, or if later, as soon as administratively feasible, provided said Employee has completed an enrollment form and was still employed as of such date (or if not employed on such date, as of the date of rehire if a 1-Year Break in Service has not occurred or, if later, the date that the Employee would

have otherwise entered the Plan had the Employee not terminated employment).

4. Effective as of January 1, 2008, Subsection (d) of Section 4.9 of the Plan, "Maximum Annual Additions," is amended to add the following:

The limitation year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's limitation year, then the Plan is treated as if the Plan had been amended to change its limitation year.

5. Effective as of January 1, 2008, a new subsection (k) is added to Section 4.9 of the Plan, "Maximum Annual Additions," to provide as follows:

(k) Annual additions for purposes of Code Section 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to the Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under ERISA or under other applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty under ERISA are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code Section 415 shall not include: (1) the direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code Sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a Participant from the Plan; and (4) repayments of amounts described in Code Section 411(a)(7)(B) (in accordance with Code Section 411(a)(7)(C)) and Code Section 411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code Section 414(d)) as described in Code Section 415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

6. Effective as of January 1, 2008, a new subsection (1) is added to Section 4.9 of the Plan, "Maximum Annual Additions," to provide as follows:

(l) For purposes of applying the limitations of Code Section 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a “predecessor employer”) under which the Participant receives annual additions are treated as one defined contribution plan. The “Employer” means the Employer that adopts this Plan and all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Code Section 414(b), (c), (m) or (o)), except that for purposes of this Section, the determination shall be made by applying Code Section 415(h), and shall take into account tax-exempt organizations under Regulation Section 1.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1). For purposes of this Section:

(1) A former Employer is a “predecessor employer” with respect to a Participant in a plan maintained by an Employer if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former Employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the Employer and predecessor Employer constituted a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

(2) With respect to an Employer of a Participant, a former entity that antedates the Employer is a “predecessor employer” with respect to the Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

For purposes of aggregating plans for Code Section 415, a “formerly affiliated plan” of an employer is taken into account for purposes of applying the Code Section 415 limitations to the employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the “cessation of affiliation.” For purposes of this paragraph, a “formerly affiliated plan” of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a “cessation of affiliation” means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2) (such as the sale of

a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Regulation Section 1.415(a)- 1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

Two or more defined contribution plans that are not required to be aggregated pursuant to Code Section 415(f) and the Regulations thereunder as of the first day of a limitation year do not fail to satisfy the requirements of Code Section 415 with respect to a Participant for the limitation year merely because they are aggregated later in that limitation year, provided that no annual additions are credited to the Participant's account after the date on which the plans are required to be aggregated.

7. Effective as of January 1, 2008, a new subsection (d) is added to Section 4.10 of the Plan, "Adjustment for Excessive Annual Additions," to provide as follows:

Notwithstanding any provision of the Plan to the contrary, if the maximum annual additions (within the meaning of Code Section 415) are exceeded for any Participant, then the Plan shall correct such excess only in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final Code Section 415 regulations.

8. Effective as of January 1, 2008, a new subsection (f) is added to Section 6.11 of the Plan, "Distribution for Hardship," to provide as follows:

(f) Effective January 1, 2008, with respect to this Section 6.11, any reference to a Participant shall also include a Participant or former Participant who is an employee of an Affiliated Employer.

9. Effective as of January 1, 2008, Section 6.13 of the Plan, "Loans to Participants," is deleted in its entirety and replaced with the following:

6.13 LOANS TO PARTICIPANTS

Loans may be made to Participants and former Participants who are employed by an Affiliated Employer pursuant to written uniform and nondiscriminatory procedures established by the Administrator. Notwithstanding the preceding, no loans shall be made to Reporting Persons on or after May 12, 2003.

10. Except as otherwise provided in this Eighth Amendment, the Plan shall remain in full force and effect.

SIGNED this 28th day of March, 2008, effective as of the date set forth herein.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Linda Parsons

Title: Vice President

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-117697 on Form S-3 and in Registration Statement Nos. 333-144525, 333-121283, 333-121282, 333-107810, 333-100349, 333-61614, and 333-44870 on Form S-8 of our report dated June 17, 2008, relating to the financial statements and financial statement schedule appearing in this Annual Report on Form 11-K of Community Health Systems, Inc. 401(k) Plan for the year ended December 31, 2007.

/s/ Deloitte & Touche LLP

Nashville, Tennessee

June 17, 2008