

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

FORM 8-K
CURRENT REPORT

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

June 8, 2016
Date of Report (date of earliest event reported):

CHEMED CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

1-8351
(Commission File Number)

31-0791746
(I.R.S. Employer
Identification Number)

255 East Fifth Street, Suite 2600, Cincinnati, Ohio 45202
(Address of Principal Executive Offices)

(513) 762-6690
Registrant's telephone number, including area code:

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 (see General Instruction A.2 below):

- 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))
-

ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers, Compensatory Arrangements of Certain Officers.

Retirement of Timothy S. O'Toole

On June 8, 2016, Timothy S. O'Toole advised Chemed Corporation ("the Company") that he intended to retire effective June 15, 2016 as Executive Vice President of the Company and as Chief Executive Officer of its subsidiary Vitas Healthcare Corporation ("Vitas"). Mr. O'Toole will provide consulting services to the Company thereafter to ensure a smooth transition of responsibility and to support senior management.

Summary of Consulting Agreement

In connection with Mr. O'Toole's retirement, the Company entered into a consulting agreement ("Consulting Agreement") to be effective June 16, 2016. Under its terms, Mr. O'Toole will provide consulting services for an indefinite period. He will receive a fee of \$20,000 per month under the Consulting Agreement.

The above description is qualified in its entirety by the complete text of the Consulting Agreement, attached hereto as Exhibit 10.1.

Appointment of Nicholas M. Westfall

The Company's Board of Directors elected Nicholas M. Westfall an Executive Vice President of the Company to be effective June 16, 2016, and he was also then appointed Chief Executive Officer of Vitas. Mr. Westfall has served as Executive Vice President and Chief Operating Officer of Vitas since April 2015, and has been an employee of the Company since April 2009.

A copy of the press release announcing the events described above is attached hereto as Exhibit 99.1.

SIGNATURES

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

CHEMED CORPORATION

Date: June 9, 2016

By: /s/ Arthur V. Tucker Jr.
Name: Arthur V. Tucker, Jr.
Title: Vice President and Controller

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement of June 16, 2016 between Timothy S. O'Toole and Chemed Corporation*
99.1	Press Release dated June 8, 2016

* Compensatory plan or arrangement

CONSULTANT AGREEMENT

AGREEMENT made this 16th day of June, 2016, between Timothy S. O'Toole residing at 800 NE 76th Street, Miami, FL 33138 ("Consultant"), and Chemed Corporation, a Delaware corporation, with offices located at Suite 2600, 255 East Fifth Street, Cincinnati, OH 45202 ("Company").

WHEREAS, Company desires to engage the services of Consultant, a former officer of the Company and a former officer and director of Vitas Healthcare Corporation, as an independent consultant to Company commencing on June 16, 2016 and continuing until terminated under Section 7 hereof (the "Consulting Period"), and the Consultant desires to perform consulting services for Company during the Consultant Period on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Consultant represents and warrants to Company he is free to accept retention hereunder and that he has no prior or other obligation or commitments of any kind which would in any way hinder or interfere with his acceptance of, or the full, uninhibited and faithful performance of, such consulting arrangement, or the exercise of his best efforts as consultant to Company.
 2. Subject to termination as provided in paragraph 7 hereof, Company shall engage Consultant and the Consultant shall perform consulting services for Company as a Consultant in such areas as Company shall reasonably request.
 3. (a) During the term of the Consulting Period, in accordance with paragraph 2 hereof, Company shall pay the employee an annual consultant fee in the form of Two Hundred Forty Thousand Dollars (\$240,000) (\$20,000.00 per month) payable in advance of the first day of each month.
-

(b) Company shall furnish Consultant an office in Cincinnati, Ohio, for his use during the Consulting Period.

(c) Consultant shall be an independent contractor and not an employee of Company. Consultant shall pay all taxes as a self-employed person.

4. Consultant shall not (except in the performance of his duties hereunder) at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproductions or recordings or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded materials of any kind whatever belonging to or in the possession of Company or its affiliates. Consultant shall have no right, title or interest in any such material, and Consultant agrees that (except in the performance of his duties hereunder) he will not, without the prior written consent of Company remove any such material from any premises of Company and that he will return all such material to Company immediately upon the termination of his engagement or at any time prior thereto upon the request of Company.

5. Without prior written consent of Company, Consultant shall not at any time (whether during or after the Consulting Period) use for his own benefit or purposes or for the benefit or purposes of any person, firm, partnership, association, corporation or business organization, entity or enterprise, or disclose (except in the performance of his duties hereunder) in any manner to any person, firm, partnership, association, corporation or business organization, entity or enterprise, any trade secrets, information, data (including, but not limited to, that relating to costs, products, equipment, marketing methods, suppliers, customers, personnel training programs, business expansion plans or financing) belonging to, or relating to the affairs of the Company, or any affiliate of Company.

6. Consultant will not at any time, without the prior consent of Company:

- (a) Request or advise any supplier or customer of, or any other person, firm, partnership, association, corporation or business organization, entity or enterprise having business dealings with Company or any of its affiliates to withdraw, curtail or cancel such business or such business dealings, or
- (b) Disclose to any person, firm, partnership, association, corporation or business organization, entity or enterprise, the names of suppliers or customers of, other persons, firms, partnerships, associations, corporations or business organizations, entities or enterprises having business dealings with Company or any of its affiliates, or
- (c) Induce or attempt to influence any employee of Company or any of its affiliates to terminate his or her employment, or
- (d) Disparage, impugn or damage the reputation of Company, any of its affiliates or their employees, directors, officers, employees or business practices.

7. At the Company's option, this Consultant Agreement shall terminate forthwith upon (a) Consultant's death, (b) any material failure of him to observe or perform his agreements herein contained, after written notice thereof by Company and a thirty (30) day opportunity to cure such failure, or (c) by either party hereto upon 90 days written notice. All provisions of this agreement, except the provisions of Sections 2 and 3 hereof, shall survive any such termination.

8. Consultant's noncompetition and nonsolicitation obligations under Section 4.4 of the Employment Agreement of May 6, 2007 amended effective July 9, 2009 between Consultant and Company ("Employment Agreement") shall extend and continue for 12 months following termination of this Consulting Period, notwithstanding any language to the contrary in said Employment Agreement.

9. The terms and provisions of this agreement are in addition to any post-termination obligations of the Employment Agreement pursuant to which Consultant's employment with Company ended on June 15, 2016, and that Waiver of Liability dated June 16, 2016 executed in favor of Company by Consultant, shall be binding on and inure to the benefit of Consultant, his heirs at law, legatees, distributees, executors, administrators and other legal representatives, and shall be binding on and inure to the benefits of the Company, its affiliates and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

WITNESS:

CONSULTANT:

Timothy S. O'Toole

ATTEST:

CHEMED CORPORATION

By: _____

Its: _____

Chemed Corporation Announces the Retirement of Timothy S. O'Toole

CINCINNATI--(BUSINESS WIRE)--June 8, 2016--After more than a decade of leading VITAS Healthcare Corporation to become the single largest hospice provider in America, Chief Executive Officer Timothy S. O'Toole has decided to retire. He will, however, stay on to help the company in a consulting capacity.

Known for his innovative and aggressive leadership, Tim led the company to unprecedented economic growth while maintaining the highest quality level of end-of-life care for our patients and their families.

VITAS is owned by Cincinnati-based CHEMED Corporation. Tim, a CHEMED Executive Vice President, served on the VITAS Board of Directors since 1991. He took the helm of the company after its purchase in 2004.

"I can't think of a better person to have been in charge of VITAS during the last 12 years," said CHEMED Chief Executive Officer Kevin J. McNamara. "He is certainly leaving the company in good hands and well-positioned for continued growth."

Under Tim's leadership, VITAS significantly increased the number of patients it serves and expanded the company's geographic reach. Under his direction, VITAS launched the company's first consumer-directed advertising campaigns designed to increase awareness of hospice, particularly in traditionally underserved communities; and developed specialized programs for veterans. He also developed strategic partnerships with national health insurance companies and a wide variety of healthcare leaders, all in an effort to increase opportunities to deliver end-of-life care to more patients and families nationwide.

Tim joined CHEMED in 1978 and held a number of positions in his 38 years with the company, including Treasurer. He also has a law degree from Salmon P. Chase Law School of Northern Kentucky University.

VITAS Chief Operating Officer Nick Westfall, who has been in charge of all VITAS field operations for the last several years, has been named the new CEO.

Listed on the New York Stock Exchange and headquartered in Cincinnati, Ohio, Chemed Corporation (www.chemed.com) operates two wholly owned subsidiaries: VITAS Healthcare and Roto-Rooter. VITAS is the nation's largest provider of end-of-life hospice care and Roto-Rooter is the nation's leading provider of plumbing and drain cleaning services.

Statements in this press release or in other Chemed communications may relate to future events or Chemed's future performance. Such statements are forward-looking statements and are based on present information Chemed has related to its existing business circumstances. Investors are cautioned that such forward-looking statements are subject to inherent risk and that actual results may differ materially from such forward-looking statements. Further, investors are cautioned that Chemed does not assume any obligation to update forward-looking statements based on unanticipated events or changed expectations.

CONTACT:
Chemed Corporation
Sherri L. Warner, 513-762-6683