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

Date of Report (Date of earliest event reported): July 26, 2013 (July 24, 2013)

UNIVERSAL HEALTH SERVICES, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	1-10765	23-2077891
(State or other jurisdiction of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

UNIVERSAL CORPORATE CENTER
367 SOUTH GULPH ROAD
KING OF PRUSSIA, PENNSYLVANIA 19406
(Address of principal executive office) (Zip Code)

Registrant's telephone number, including area code (610) 768-3300

Not Applicable
(Former name or former address, if changed since last report)

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 2.02 Results of Operations and Financial Condition

On July 25, 2013, Universal Health Services, Inc. issued the press release attached hereto as Exhibit 99.1.

Item 5.02 Departure of Directors and Certain Officers; Election of Directors, Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On July 24, 2013, Universal Health Services, Inc. ("UHS") and Alan B. Miller, the Chief Executive Officer ("CEO") and Chairman of the Board of Directors of UHS (the "Board"), entered into an employment agreement ("Agreement"), which supersedes Mr. Miller's previous employment agreement that is dated December 27, 2007 (the " Prior Agreement"). The Agreement, which is described more fully below, is substantially similar to the Prior Agreement but updates certain provisions of the Prior Agreement, provides for an extension of the fixed term of the Mr. Miller's employment as Chief Executive Officer of the Company and certain minimum equity awards.

The term of the Agreement commenced as of July 1, 2013 and ends on January 1, 2018, subject, however, to earlier termination as expressly provided therein, and subject further to automatic annual renewal for additional one-year periods unless either party elects to terminate the term of Mr. Miller's employment at the end of the initial term or at the end of a renewal term by giving written notice of such termination to the other before January 1, 2017 if the termination date is January 1, 2018 or January 1 of the last annual renewal term (one year notice).

During the term of Mr. Miller's active employment as CEO, he will earn a base salary of $1,500,000 for the calendar year ending December 31, 2013 and each calendar year thereafter unless increased by the Board in its discretion. In no event will the salary be reduced from one year to another.

For each year during the term of his employment as CEO, Mr. Miller will have an annual bonus opportunity target equal to 100% of his salary for the year. The amount of the annual bonus for any year may be more or less than the target amount and will be determined by the Board, consistent with past practice and based upon such performance measures as are established and communicated to Mr. Miller within ninety days of the beginning of the year.

During the period of his service as CEO, Mr. Miller will be eligible to receive annual awards under UHS's long-term incentive plan(s) ("LTIP") as in effect from time to time, subject to such vesting and other conditions as are consistent with terms and conditions applicable to LTIP awards made to other senior executives of UHS. For each year of CEO employment commencing January 1, 2014, the annual LTIP award will have a minimum value of $1,500,000 and at least $1,500,000 of such annual LTIP award will be in the form of restricted stock.

Vesting of Mr. Miller's LTIP awards will accelerate upon the occurrence of any of the following events and circumstances: (1) termination of his employment or other service due to disability or death; (2) termination of his employment or other service by the Company without cause; or (3) the termination of his employment or other service at any time by Mr. Miller or the Company under circumstances relating to a breach by the Company of the Agreement. If Mr. Miller's employment as CEO ends due to nonrenewal of the initial or a renewal term, then, at the time such employment ends, Mr. Miller will be fully vested in all then outstanding LTIP awards that were made to him during or before the term of his employment.

As under the Prior Agreement, Mr. Miller is also entitled to receive perquisites including, but not limited to split dollar life insurance payments (as permitted by applicable law), certain automobile costs and such other fringe benefits and compensation as the Board may determine in its discretion. In addition, Mr. Miller may use a private plane for personal purposes for up to 60 hours per year, subject to reimbursement by Mr. Miller, at market rates, of the incremental costs incurred.

The Agreement will terminate upon the death of Mr. Miller and may be terminated upon the long term disability of Mr. Miller, subject to certain base salary and pro rata bonus payments to Mr. Miller or his estate as described in the Agreement.

Mr. Miller may be discharged only for Cause, as defined in the Agreement.

In the event that Mr. Miller shall be discharged for cause, all salary and other benefits payable by the Company under this Agreement in respect of periods after such discharge shall terminate upon such discharge, but any benefits payable to or earned by Mr. Miller with respect to any period of his employment or other service prior to such discharge shall be paid by the Company.

If Mr. Miller terminates his employment or other service with the Company because of a material change in the duties of his office or any other breach by the Company of its obligations under the Agreement, or in the event of the termination of Mr. Miller's employment by the Company without cause or otherwise in breach of the Agreement, Mr. Miller shall continue to receive all of the cash compensation and minimum long term incentive compensation and all of the benefits otherwise provided under the Agreement notwithstanding such termination for the remainder of the stated term.

The Agreement also contains customary non-disparagement, non-solicitation and non-competition provisions.

The foregoing description of the employment agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the employment agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1	Employment Agreement between Universal Health Services, Inc. and Alan B. Miller dated as of July 24, 2013.
99.1	Universal Health Services, Inc., press release, dated July 25, 2013.

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.

Universal Health Services, Inc.

By:	/s/ Steve Filton
Name:	Steve Filton
Title:	Senior Vice President and Chief Financial Officer

Date: July 26, 2013

Exhibit Index

Exhibit No.	Exhibit
10.1	Employment Agreement between Universal Health Services, Inc. and Alan B. Miller dated as of July 24, 2013.
99.1	Universal Health Services, Inc., press release, dated July 25, 2013.

EMPLOYMENT AGREEMENT

AGREEMENT dated as of July 24, 2013, by and between UNIVERSAL HEALTH SERVICES, INC., a Delaware corporation having its principal office at 367 South Gulph Road, King of Prussia, Pennsylvania 19406 (the "Company") and ALAN B. MILLER, residing at 57 Crosby Brown Road, Gladwyne, Pennsylvania 19035 ("Mr. Miller").

WITNESSETH:

WHEREAS, Mr. Miller is presently employed as the Company's Chief Executive Officer and Chairman of the Board of Directors, pursuant to an amended and restated employment agreement dated as of December 27, 2007 (the "Prior Agreement"); and

WHEREAS, the Company and Mr. Miller now desire to enter into a new employment agreement which will provide the terms and conditions of Mr. Miller's continuing service with the Company and supersede the Prior Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Term of CEO Employment.

The phrase "term of CEO employment," as used in this Agreement, shall mean the period beginning July 1, 2013 and ending on January 1, 2018, subject, however, to earlier termination as expressly provided herein, and subject further to automatic annual renewal for one additional year unless either party elects to terminate the term of CEO employment at the end of the initial term or at the end of a renewal term by giving written notice of such termination to the other before January 1, 2017 if the termination date is January 1, 2018 or January 1 of the last annual renewal term (one year notice).

2. CEO Employment.

The Company agrees to employ Mr. Miller, and Mr. Miller agrees to be employed by the Company, as Chief Executive Officer of the Company and Chairman of the Board of Directors of the Company (the "Board") during the term of CEO employment.

3. Duties During the Term of CEO Employment.

(a) Mr. Miller agrees in the performance of his duties as Chief Executive Officer during the term of CEO employment to comply with the policies and directives of the Board (and the board of directors of any subsidiary or subsidiaries of the Company which shall, with the consent of Mr. Miller, at the time employ Mr. Miller).

(b) Mr. Miller agrees to devote his full time to the performance of his duties hereunder during the term of CEO employment; and Mr. Miller shall not, directly or indirectly, alone or as a member of a partnership, or as an officer, director or employee of any other corporation, partnership or other organization, be actively engaged in or concerned with any other duties or pursuits which interfere with the performance of his duties hereunder. The parties acknowledge that Mr. Miller presently serves as a member of the board of directors of certain other companies and that, during the term of CEO employment, Mr. Miller will not become a member of the board of directors of any additional companies without the prior written consent of the Board.

(c) The Company agrees that during the term of CEO employment Mr. Millers' duties shall be such as to allow him to work and live in the Philadelphia Metropolitan Area, and in no event shall Mr. Miller be required to move his residence from, or operate (except in accordance with past practice) outside of, the Philadelphia Metropolitan Area.

4. <u>Base Salary and Annual Bonus During Term of CEO Employment</u>.

(a) During the term of CEO employment, the Company will pay or cause to be paid to Mr. Miller an annual salary. The amount of Mr. Miller's annual salary will be $1,500,000 for the calendar year ending December 31, 2013 and each calendar year thereafter unless increased by the Board of Directors of the Company (the "Board") in its discretion. In no event shall the salary be reduced from one year to another.

(b) For each year during the term of CEO employment, Mr. Miller will have an annual bonus opportunity target equal to 100% of his salary for the year. The amount of the annual bonus ("Annual Bonus") for any year may be more or less than the target amount and will be determined by the Board, consistent with past practice and based upon such performance measures as are established and communicated to Mr. Miller within ninety days of the beginning of the year. The Annual Bonus for a year will be determined and payable within ninety days after the end of the year.

5. <u>Reimbursement of Expenses</u>.

During the term of this Agreement, the Company will pay or reimburse Mr. Miller for the payment of all reasonable travel and other expenses incurred or paid by Mr. Miller in connection with the performance of his services under this Agreement in accordance with past practice.

6. <u>Other Bonuses and Benefits</u>.

(a) Mr. Miller may also be paid during the term of this Agreement, in addition to the arrangements described herein, such bonuses and other compensation as may from time to time be determined by the Board.

(b) Mr. Miller shall also be eligible to and shall participate in, and receive the benefits of, any and all profit sharing, pension, bonus, welfare, stock option or insurance plans, or other similar types of benefit plans which may be initiated or adopted by the Company for the benefit of other employees.

7. Fringe Benefits.

Mr. Miller shall be entitled to and shall receive the following fringe benefits during the term of this Agreement:

(a) The fringe benefits listed on Schedule A annexed hereto;

(b) Health, disability and accident insurance as presently in force or as may be improved by the Board; and

(c) To the extent not covered elsewhere herein, the use of a private plane for personal purposes for up to 60 hours per year, subject to reimbursement by Mr. Miller at market rates, all consistent with past practice.

8. Long-Term Equity Incentive Compensation.

(a) During the period of his service as Chief Executive Officer, Mr. Miller will be eligible to receive annual awards under the Company's long-term incentive plan(s) ("LTIP") as in effect from time to time, subject to such vesting and other conditions as are consistent with terms and conditions applicable to LTIP awards made to other senior executives of the Company. For each year of CEO employment commencing January 1, 2014, the annual LTIP award will have a minimum value of $1,500,000 and at least $1,500,000 of such annual LTIP award will be in the form of restricted stock.

(b) Vesting of Mr. Miller's LTIP awards will accelerate upon the occurrence of any of the following events and circumstances: (1) termination of his employment or other service by the Company due to Disability (within the meaning of Section 9) or termination of his employment or other service due to death; (2) termination of his employment or other service by the Company without cause (within the meaning of Section 11(a) of this Agreement); or (3) the termination of his employment or other service at any time by Mr. Miller or the Company under circumstances described in Section 11(b) of this Agreement (relating to termination resulting from the Company's breach of this Agreement). If Mr. Miller's employment as CEO ends due to nonrenewal of the initial or a renewal term of CEO employment, then, at the time such employment ends, Mr. Miller will be fully vested in all then outstanding LTIP awards that were made to him during or before the term of CEO employment.

9. Disability.

If during the term of CEO employment Mr. Miller shall become physically or mentally disabled, whether totally or partially, so that he is prevented from performing his usual duties for a period of six (6) consecutive months, or for shorter periods aggregating six months in any twelve-month period, the Company shall, nevertheless, continue to pay Mr. Miller his full compensation, when otherwise due, as provided in this Agreement through the last day of the sixth consecutive month of disability or the date on which the shorter periods of disability shall have equaled a total of six (6) months in any twelve-month period. The Company may, by action of all but two of the members of the Company's Board of Directors, at any time on or after such day, by written notice to Mr. Miller (the "Disability Notice"), provided Mr. Miller has not resumed his usual duties prior to the date of the Disability Notice, terminate (as of the first day of the month following the date of the Disability Notice, provided that Mr. Miller shall also be paid a pro rata portion of the Annual Bonus which would otherwise have been payable for such fiscal year in which the Disability Notice is given) the compensation otherwise payable to Mr. Miller during the term of CEO employment and pay to Mr. Miller the Disability Payment. The Disability Payment shall mean the payment by the Company to Mr. Miller of a sum equal to one-half of Mr. Miller's base salary paid under Section 4 hereof at the date of the Disability Notice, payable in twelve equal monthly installments beginning on or as soon as practicable (but not more than 30 days) after the date of the Disability Notice. The amount of the pro rata Annual Bonus will be payable to Mr. Miller in cash when the Annual Bonus for the year of termination would otherwise have been paid if Mr. Miller's employment had not terminated.

10. Death.

(a) If Mr. Miller shall die during the term of this Agreement, this Agreement shall terminate as of the last day of the month of Mr. Miller's death except as set forth in subsection (b) of this Section 10.

(b) Anything to the contrary notwithstanding, the Company shall pay to Mr. Miller's beneficiary a pro rata portion of the Annual Bonus which would otherwise have been payable to Mr. Miller for the fiscal year in which he died, which pro rata portion shall be determined as of the last day of the month of Mr. Miller's death, together with any items of reimbursement or salary owed to Mr. Miller as of the date of his death. For the purpose of the preceding sentence, Mr. Miller's beneficiary shall be deemed to be his surviving spouse, if any, or, if none, his estate. Payment of such amounts will be made to Mr. Miller's beneficiary as soon as practicable after the date of his death, but no later than March 15 of the following year. In addition, the Company shall file claims and take other appropriate action with respect to any life insurance policies maintained on Mr. Miller's life by the Company for which Mr. Miller had the right to designate the beneficiary.

11. Termination.

(a) Discharge for Cause. The Company recognizes that during the many years of Mr. Miller's employment by the Company, the Company has become familiar with Mr. Miller's ability, competence and judgment. The Company acknowledges, on the basis of such familiarity, that Mr. Miller's ability, competence and judgment are satisfactory to the Company. Mr. Miller is continuing his employment with the Company hereunder in reliance upon the foregoing expression of satisfaction by the Company. It is therefore agreed that "discharge for cause" shall include discharge by the Company on the following grounds only:

(i) Mr. Miller's conviction (which, through lapse of time or otherwise, is not subject to appeal) of any crime or offense involving money or other property of the Company or its subsidiaries; or

(ii) Mr. Miller's conviction (which, through lapse of time or otherwise, is not subject to appeal) of any other crime (whether or not involving the Company or its subsidiaries) which constitutes a felony in the jurisdiction involved; or

(iii) Mr. Miller's continuing repeated willful failure or refusal to perform his duties as required by this Agreement, provided that discharge pursuant to this subparagraph (iii) shall not constitute discharge for cause unless Mr. Miller shall have first received written notice from the Board apprising him of such failure and refusal and affording him an opportunity, as soon as practicable, to correct the acts or omissions complained of.

In the event that Mr. Miller shall be discharged for cause, all salary and other benefits payable by the Company under this Agreement in respect of periods after such discharge shall terminate upon such discharge, but any benefits payable to or earned by Mr. Miller with respect to any period of his employment or other service prior to such discharge shall not be terminated by reason of such discharge. Anything in the foregoing to the contrary notwithstanding, if Mr. Miller is convicted of any crime set forth in either Section 11(a)(i) or 11(a)(ii) above, the Company may forthwith suspend Mr. Miller without any compensation and choose a new person or persons to perform his duties hereunder during the period between conviction and the time when such conviction, through lapse of time or otherwise, is no longer subject to appeal; provided, however, that if Mr. Miller's conviction is subsequently reversed (i) he shall promptly be paid all cash compensation and minimum long term incentive compensation to which he would otherwise have been entitled during the period of suspension, together with interest thereon (which interest shall be calculated at a rate per annum equal to the rate of interest payable on the date of such reversal on money judgments after entry thereof under the laws of the Commonwealth of Pennsylvania), and (ii) the Company shall have the right (exercisable within sixty (60) days after such reversal) but not the obligation to restore Mr. Miller to active service hereunder at full compensation. If the Company elects not to restore Mr. Miller to active service after reversal of a conviction, Mr. Miller shall thereafter be paid the full compensation which would otherwise have been payable during the balance of the term of CEO employment as if Mr. Miller's employment had continued, and Mr. Miller shall be entitled to obtain other employment, subject however to (i) an obligation to perform occasional consulting services at his reasonable convenience to the Company so long as he is receiving compensation pursuant to the terms of this Agreement, (ii) the continued application of the covenants provided in Section 12 and (iii) the condition that, if Mr. Miller does obtain other employment, his total compensation therefrom (whether paid to him or deferred for his benefit) shall reduce, pro tanto, any amount which the Company would otherwise have been required to pay him pursuant to this subparagraph.

(b) Breach by Company. If Mr. Miller shall terminate his employment or other service with the Company because of a material change in the duties of his office or any other breach by the Company of its obligations hereunder, or in the event of the termination of Mr. Miller's employment by the Company without cause or otherwise in breach of this Agreement, Mr. Miller shall, except as otherwise provided herein, continue to receive all of the cash compensation and minimum long term incentive compensation provided hereunder and shall be entitled to all of the benefits otherwise provided herein, during the term of this Agreement notwithstanding such termination and Mr. Miller shall have no further obligations or duties under this Agreement. If Mr. Miller is entitled to receive payments under this subparagraph, he shall not be required to seek other employment in order to mitigate his damages hereunder; provided, however, that if Mr. Miller does obtain other employment, his total compensation therefrom, whether paid to him or deferred for his benefit, shall reduce, pro tanto, any amount which the Company would otherwise be required to pay to him pursuant to this subparagraph.

(c) Notwithstanding anything to the contrary contained herein, the Board may condition severance payments or benefits otherwise payable under this Agreement upon the execution and delivery by Mr. Miller (or Mr. Miller's beneficiary) of a general release in favor of the Company, its affiliates and their officers, directors and employees, in such form as the Board may reasonably prescribe within five days after the termination of Mr. Miller's employment, fully taking into account Mr. Miller's rights hereunder, provided, however, that no such release will be required as a condition of Mr. Miller's (or the beneficiary's) entitlement to any accrued compensation. If a release condition is imposed, then, in order to satisfy the condition, Mr. Miller must deliver an executed copy of the release to the Company and the release must become irrevocable no more than 65 days after the date his employment terminates. Payments and benefits that are conditioned upon the execution and delivery of a release will be deferred until the date the release becomes irrevocable, provided that, if the 65-day release return period ends in a subsequent calendar year, such payments and benefits will be deferred until the later of the date the release becomes irrevocable or January 2 of such subsequent calendar year. For the purposes of the foregoing, the release will be deemed to be irrevocable at the expiration of the seven day revocation period prescribed by the Age Discrimination in Employment Act of 1967, as amended, or any similar revocation period in effect on the effective date of the termination of Mr. Miller's employment.

12. Restrictive Covenants.

(a) Mr. Miller agrees that he will not during the term of this Agreement, directly or indirectly, own, manage, operate, join, control, be controlled by, or be connected in any manner with any business of the type conducted by the Company or render any service or assistance of any kind to any competitor of the Company or any of its subsidiaries; provided, however, that (i) in the event Mr. Miller terminates his employment with the Company as result of a material breach by the Company of any of its obligations hereunder or in the event the Company discharges Mr. Miller without cause, Mr. Miller shall continue to be bound by the restrictions of this Section 12 only if Mr. Miller is receiving the compensation payable to him in accordance with Section 11(b) hereof and (ii) in the event the Company discharges Mr. Miller for cause, Mr. Miller shall be bound by the restrictions of this Section for a period of one year following such discharge.

(b) During the period of his service under this Agreement and for one year thereafter, Mr. Miller will not, directly or indirectly, solicit or induce any individual who is or who, within the preceding six months, was employed by the Company or any of its affiliates to leave such employment and to become an employee of any other person, firm or entity in which Mr. Miller has an interest, financial or otherwise.

(c) During the period of his service under this Agreement and thereafter, Mr. Miller will not disparage the Company or any of its affiliates, including any of their respective officers, directors and employees, and neither the Company nor any of its affiliates and any of their respective officers, directors and employees will disparage Mr. Miller, in either case in a manner which is intended to cause damage to the business, reputation or assets of the other.

13. Binding Effect.

Except as otherwise provided for herein, this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors in interest and assigns of the parties hereto.

14. Income Tax Matters.

(a) The payment of any amount pursuant to this Agreement shall be subject to all applicable tax withholding.

(b) It is intended that any amounts payable under this Agreement will either be exempt from or comply with Section 409A of the Internal Revenue Code ("Section 409A") and the regulations thereunder so as not to subject Mr. Miller to the imposition of any tax, penalty or interest under Section 409A. This Agreement will be construed and administered accordingly. Toward that end:

(i) Any reference to Mr. Miller's termination of employment or terms of like import shall be deemed to refer to a "separation from service" (within the meaning of Section 409A and the regulations thereunder) if and to the extent such reference applies to a payment that is required to be made under this Agreement and that constitutes deferred compensation covered by Section 409A. Whenever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Section 409A.

(ii) In the event Mr. Miller is a "specified employee" (within the meaning and for purposes of Section 409A) on the date of his termination of employment, any payment that is subject to Section 409A and that is payable to Mr. Miller in connection with the termination of his employment, shall be delayed until the date that is six months after the date of such termination of employment (or, if earlier, until the date of Mr. Miller's death), at which time Mr. Miller (or his beneficiary, as the case may be) shall receive a catch-up payment of the amounts that otherwise would have been paid in the absence of such delay.

(iii) To the extent that the reimbursement of any expenses or the provision of any in-kind benefits under this Agreement are subject to Section 409A, (A) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided during any one calendar year shall not affect the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year (provided that this clause (A) will not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code solely because such expenses are subject to a limit related to the period the arrangement is in effect); (B) reimbursement of any such expense shall be made no later than December 31 of the year following the calendar year in which such expense is incurred; and (C) the Mr. Miller's right to receive such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

15. Recoupment.

Mr. Miller's rights with respect to any bonus award or LTIP award based upon the performance of the Company shall in all events be subject to (a) any right that the Company may have under any Company recoupment and/or forfeiture policy adopted by the Company at any time generally applicable to executive officers of the Company, and (b) any right or obligation the Company may have regarding the claw back of "incentive-based compensation" under the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable securities law or the listing requirements of any national securities exchange on which the Company's Shares are listed.

16. Notices.

All notices provided for herein to be given to any party shall be in writing and signed by the party giving the notice and shall be deemed to have been duly given if mailed, registered or certified mail, return receipt requested, as follows:

(i) If to Mr. Miller:

57 Crosby Brown Road
Gladwyne, Pennsylvania 19035

(ii) If to Company:

367 South Gulph Road
King of Prussia, Pennsylvania 19406
Attention: Secretary

Either party may change the address to which notices, requests, demands and other communications hereunder shall be sent by sending written notice of such change of address to the other party.

17. Amendment, Modification and Waiver.

The terms, covenants, representations, warranties or conditions of this Agreement may be amended, modified or waived only by a written instrument executed by the parties hereto, except that a waiver need only be executed by the party waiving compliance. No waiver by any party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in anyone or more instances shall be deemed to be or construed as a waiver of any other condition or breach of any other term, covenant, representation or warranty of this Agreement.

18. Governing Law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed therein.

19. Entire Agreement.

This Agreement contains the entire agreement of the parties relating to the subject matter herein contained and supersedes all prior contracts, agreements or understandings between and among the parties, except as set forth herein. The Prior Agreement is superseded in its entirety by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNIVERSAL HEALTH SERVICES, INC.

By: /s/ Steve Filton
Senior Vice President and Chief Financial Officer

/s/ Alan B. Miller
Chairman of the Board and Chief Executive Officer

SCHEDULE A
LIST OF EXECUTIVE BENEFITS

Company aircraft – personal use is directly reimbursed to UHS.

Automobile – UHS paid 70% of the original purchase price as reimbursement for his business-related usage. UHS pays for maintenance and fuel costs (not to exceed together with the personal residence maintenance expenses described below, $7,500 per annum)

Sporting and cultural event tickets. If the tickets are not used for business purposes, the tickets are made available to employees, including executive officers, for personal use.

Continuation of currently outstanding split dollar life policies as allowed by law.

Country club dues Union League of Philadelphia

Professional Income Tax Services

Accounting services

Maintenance on personal residence (not to exceed together with the automobile maintenance expenses described above, $7,500 per annum)

In addition, Mr. Miller, along with other eligible employees, is entitled to retirement benefits, including the Executive Retirement Income Plan and the 401(k) Plan. Premiums for long-term disability insurance coverage are also paid by UHS for Mr. Miller and other eligible employees.

Exhibit 99.1

FOR IMMEDIATE RELEASE

CONTACT: Steve Filton
Chief Financial Officer
610-768-3300

July 25, 2013

UNIVERSAL HEALTH SERVICES, INC. REPORTS FINANCIAL RESULTS FOR THREE AND SIX MONTHS ENDED JUNE 30, 2013

Consolidated Results of Operations, As Reported – Three and six-month periods ended June 30, 2013 and 2012:

KING OF PRUSSIA, PA – Universal Health Services, Inc. (NYSE: UHS) announced today that its reported net income attributable to UHS was $151.8 million, or $1.53 per diluted share, during the second quarter of 2013 as compared to $107.6 million, or $1.10 per diluted share, during the comparable quarter of 2012. Net revenues increased 6.5% to $1.83 billion during the second quarter of 2013 as compared to $1.72 billion during the second quarter of 2012.

Reported net income attributable to UHS was $271.6 million, or $2.75 per diluted share, during the first six months of 2013 as compared to $236.2 million, or $2.41 per diluted share, during the comparable period of 2012. Net revenues increased 4.3% to $3.67 billion during the six-month period ended June 30, 2013 as compared to $3.52 billion during the comparable six-month period of 2012.

Consolidated Results of Operations, As Adjusted – Three and six-month periods ended June 30, 2013 and 2012:

For the three-month period ended June 30, 2013, our adjusted net income attributable to UHS, as calculated on the attached Schedule of Non-GAAP Supplemental Consolidated Statements of Income Information (“Supplemental Schedule”), was $118.9 million, or $1.20 per diluted share, as compared to $109.1 million, or $1.12 per diluted share, during the second quarter of 2012.

As reflected on the Supplemental Schedule, included in our reported results during the second quarter of 2013 was: (i) a net favorable after-tax impact of $37.8 million, or $.38 per diluted share, resulting from a reduction to our professional and general liability self-insurance reserves relating to years prior to 2013, based upon a reserve analysis, and; (ii) an unfavorable after-tax impact of approximately $4.9 million, or $.05 per diluted share, related to the incentive income and expenses recorded in connection with the implementation of electronic health records (“EHR”) applications at our acute care hospitals (as discussed below in *Accounting for HITECH Act incentive income and EHR expenses).*

As reflected on the Supplemental Schedule, included in our reported results during the second quarter of 2012, was a net favorable after-tax impact of $3.4 million, or $.03 per diluted share, consisting primarily of the 2011 portion of net Medicaid supplemental revenues recorded during the quarter, and an unfavorable after-tax impact of approximately $5.0 million, or $.05 per diluted share, related to the incentive income and expenses recorded in connection with the implementation of EHR applications at our acute care hospitals

Included in our reported results during the six-month period ended June 30, 2013 was the above-mentioned net favorable after-tax impact of $37.8 million, or $.38 per diluted share, resulting from a reduction to our professional and general liability self-insurance reserves relating to prior years, and an unfavorable after-tax impact of approximately $5.3 million, or $.05 per diluted share, related to the incentive income and expenses recorded in connection with the implementation of EHR applications.

Included in our reported results during the first six months of 2012 was the above-mentioned unfavorable after-tax impact of approximately $5.0 million, or $.05 per diluted share, recorded in connection with the implementation of EHR applications, and an aggregate favorable after-tax impact of $21.4 million, or $.21 per diluted share, consisting of the following: (i) a favorable after-tax impact of $18.8 million resulting from an industry-wide settlement with the United States Department of Health and Human Services, the Secretary of Health and Human Services, and the Centers for Medicare and Medicaid Services, related to underpayments of Medicare inpatient prospective payments during a number of years prior to 2012; (ii) a favorable after-tax impact of $4.3 million representing the 2011 portion of the net Medicaid supplemental reimbursements recorded pursuant to the Oklahoma Supplemental Hospital Offset Payment Program; (iii) an aggregate unfavorable after-tax impact of $5.1 million resulting from the revised Supplemental Security Income ratios utilized for calculating Medicare disproportionate share hospital reimbursements for federal fiscal years 2006 through 2009 ($2.4 million unfavorable after-tax impact), and the write-off of receivables related to revenues recorded during 2011 at two of our acute care hospitals located in Florida resulting from reductions in certain county reimbursements due to reductions in federal matching Inter-Governmental Transfer funds ($2.7 million unfavorable after-tax impact), and; (iv) a net favorable after-tax impact of $3.4 million consisting primarily of the 2011 portion of net Medicaid supplemental revenues recorded during the second quarter.

Acute Care Services – Three and six-month periods ended June 30, 2013 and 2012:

During the second quarter of 2013, at our acute care hospitals owned during both periods (“same facility basis”), adjusted admissions (adjusted for outpatient activity) increased 2.0% and adjusted patient days increased 1.2%, as compared to the second quarter of 2012. Net revenues at these facilities increased 4.9% during the second quarter of 2013 as compared to the comparable quarter of 2012. At these facilities, net revenue per adjusted admission increased 2.9% while net revenue per adjusted patient day increased 3.7% during the second quarter of 2013 as compared to the second quarter of 2012. On a same facility basis, the operating margin at our acute care hospitals decreased to 14.8% during the second quarter of 2013 as compared to 16.1% during the second quarter of 2012. We define operating margin as net revenues less salaries, wages and benefits, other operating expenses and supplies expense (excluding the impact of the items mentioned above and as indicated on the Supplemental Schedule).

During the first six months of 2013, at our acute care hospitals on a same facility basis, adjusted admissions increased 0.2% and adjusted patient days increased 0.7%, as compared to the first six months of 2012. Net revenues at these facilities increased 2.8% during the six-month period ended June 30, 2013 as compared to the comparable period in 2012. At these facilities, net revenue per adjusted admission increased 2.5% while net revenue per adjusted patient day increased 2.1% during the first six months of 2013 as compared to the comparable period in 2012. On a same facility basis, the operating margin at our acute care hospitals decreased to 15.4% during the first six months of 2013 as compared to 17.6% during the first six months 2012.

We provide care to patients who meet certain financial or economic criteria without charge or at amounts substantially less than our established rates. Because we do not pursue collection of amounts determined to qualify as charity care, they are not reported in net revenues or in accounts receivable, net. Our acute care hospitals provided charity care and uninsured discounts, based on charges at established rates, amounting to $258 million and $266 million during the three-month periods ended June 30, 2013 and 2012, respectively, and $489 million and $581 million during the six-month periods ended June 30, 2013 and 2012, respectively. The decrease in charity care and uninsured discounts recorded at our acute care hospitals during the 2013 periods, as compared to the comparable 2012 periods, was offset by an increase in the provision for doubtful accounts which amounted to $216 million and $164 million during the three-month periods ended June 30, 2013 and 2012, respectively, and $434 million and $290 million during the six-month periods ended June 30, 2013 and 2012, respectively.

Behavioral Health Care Services – Three and six-month periods ended June 30, 2013 and 2012:

During the second quarter of 2013, at our behavioral health care facilities on a same facility basis, adjusted admissions increased 5.4% while adjusted patient days increased 1.8%, as compared to the second quarter of 2012. Net revenues at these facilities increased 3.2% during the second quarter of 2013, as compared to the comparable quarter in 2012. At these facilities, net revenue per adjusted admission decreased 2.1% while net revenue per adjusted patient day increased 1.3% during the second quarter of 2013 over the comparable quarter in 2012. The operating margin at our behavioral health care facilities owned during both periods remained unchanged at 28.7% during each of the three-month periods ended June 30, 2013 and 2012.

During the first six months of 2013, at our behavioral health care facilities on a same facility basis, adjusted admissions increased 2.9% while adjusted patient days increased 0.8%, as compared to the first six months of 2012. Net revenues at these facilities increased 2.8% during the six-month period ended June 30, 2013, as compared to the comparable period in 2012. At these facilities, net revenue per adjusted admission remained relatively flat while net revenue per adjusted patient day increased 2.0% during the first six months of 2013 over the comparable period in 2012. The operating margin at our behavioral health care facilities owned during both periods increased to 28.6% during the six-month period ended June 30, 2013, as compared to 27.7% during the comparable period in 2012.

Accounting for HITECH Act incentive income and EHR expenses:

The health information technology provisions of the American Recovery and Reinvestment Act (referred to as the “HITECH Act”) established criteria related to the “meaningful use” of electronic health records (“EHR”) for acute care hospitals and established requirements for the Medicare and Medicaid EHR payment incentive programs.

During 2011, we began implementing EHR applications at certain of our acute care hospitals and continued to do so, on a hospital-by-hospital basis, until completion which occurred at the end of June, 2013. Our acute care hospitals are eligible for Medicare and Medicaid EHR incentive payments upon implementation of the EHR application, assuming they meet the “meaningful use” criteria. As of June 30, 2013, fifteen of our acute care hospitals met the “meaningful use” criteria and we expect the remainder to do so by the end of 2013.

As reflected on the Supplemental Schedule, in connection with the implementation of EHR applications, our consolidated results of operations include the net unfavorable after-tax impact of $4.9

million ($7.9 million pre-tax) during the second quarter of 2013 and $5.0 million ($8.0 million pre-tax) during the second quarter of 2012. In connection with the implementation of EHR applications, our consolidated results of operations include the net unfavorable after-tax impact of $5.3 million ($8.4 million pre-tax) during the first six months of 2013 and $5.0 million ($8.0 million pre-tax) during the comparable six-month period of 2012.

Conference call information:

We will hold a conference call for investors and analysts at 9:00 a.m. eastern time on July 26, 2013. The dial-in number is 1-877-648-7971.

A live broadcast of the conference call will be available on our website at www.uhsinc.com. A replay of the call will follow shortly after conclusion of the live call and will be available for one full year.

General Information, Forward-Looking Statements and Risk Factors and Non-GAAP Financial Measures:

Universal Health Services, Inc. ("UHS") is one of the nation's largest hospital companies, operating acute care and behavioral health hospitals and ambulatory centers nationwide and in Puerto Rico and the U.S. Virgin Islands. It acts as the advisor to Universal Health Realty Income Trust, a real estate investment trust (NYSE:UHT). For additional information on the Company, visit our web site: http://www.uhsinc.com.

This press release contains forward-looking statements based on current management expectations. Numerous factors, including those disclosed herein, those related to healthcare industry trends and those detailed in our filings with the Securities and Exchange Commission (as set forth in *Item 1A-Risk Factors* and in *Item 7-Forward-Looking Statements and Risk Factors* in our Form 10-K for the year ended December 31, 2012 and in *Item 2-Forward-Looking Statements and Risk Factors* in our Form 10-Q for the quarterly period ended March 31, 2013), may cause the results to differ materially from those anticipated in the forward-looking statements. The operating pressures that we continue to experience in many of our acute care markets has increased the volatility of our financial results making estimation of future results more challenging. Many of the factors that will determine our future results are beyond our capability to control or predict. These statements are subject to risks and uncertainties and therefore actual results may differ materially. Readers should not place undue reliance on such forward-looking statements which reflect management's view only as of the date hereof. We undertake 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.

As mentioned above, our acute care hospitals may qualify for EHR incentive payments upon implementation of an EHR application assuming they meet the "meaningful use" criteria. However, there can be no assurance that we (our acute care hospitals) will ultimately qualify for these incentive payments and, should we qualify, we are unable to quantify the amount of incentive payments we may receive since the amounts are dependent upon various factors including the implementation timing at each hospital. Should we qualify for incentive payments, there may be timing differences in the recognition of the incentive income and expenses recorded in connection with the implementation of the EHR application which may cause material period-to-period changes in our future results of operations. Hospitals that do not qualify as a meaningful user of EHR by 2015 are subject to a reduced market basket update to the inpatient prospective payment system standardized amount in 2015 and each subsequent fiscal year. Although we believe that our acute care hospitals will be in compliance with the EHR standards by 2015, there can be no assurance that all of our facilities will be in compliance and therefore not subject to the penalty provision of the HITECH Act.

We believe that operating income, operating margin, adjusted net income attributable to UHS, adjusted net income attributable to UHS per diluted share and earnings before interest, taxes, depreciation and amortization ("EBITDA"), which are non-GAAP financial measures ("GAAP" is Generally Accepted Accounting Principles in the United States of America), are helpful to our investors as measures of our operating performance. In addition, we believe that, when applicable, comparing and discussing our financial results based on these measures, as calculated, is helpful to our investors since it neutralizes the effect in each year of material items that are nonrecurring or non-operational in nature including items such as, but not limited to, costs related to extinguishment of debt, gains on sales of assets and businesses, reserves for settlements, legal judgments and lawsuits and other amounts that may be reflected in the current or prior year financial statements that relate to prior periods. To obtain a complete understanding of our financial performance these measures should be examined in connection with net income, determined in accordance with GAAP, as presented in the condensed consolidated financial statements and notes thereto in this report or in our other filings with the Securities and Exchange Commission including our Report on Form 10-K for the year ended December 31, 2012 and report on Form 10-Q for the quarterly period ended March 31, 2013. Since the items included or excluded from these measures are significant components in understanding and assessing financial performance under GAAP, these measures should not be considered to be alternatives to net income as a measure of our operating performance or profitability. Since these measures, as presented, are not determined in accordance with GAAP and are thus susceptible to varying calculations, they may not be comparable to other similarly titled measures of other companies. Investors are encouraged to use GAAP measures when evaluating our financial performance.

(more)

Universal Health Services, Inc.

Consolidated Statements of Income

(in thousands, except per share amounts)

(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2013	2012	2013	2012
Net revenues before provision for doubtful accounts	$2,081,662	$1,907,789	$4,160,010	$3,849,412
Less: Provision for doubtful accounts	246,687	184,706	493,403	333,293
Net revenues	1,834,975	1,723,083	3,666,607	3,516,119
Operating charges:				
Salaries, wages and benefits	897,334	854,863	1,799,630	1,726,977
Other operating expenses	325,562	345,061	706,569	696,361
Supplies expense	202,344	197,816	406,986	403,176
Depreciation and amortization	81,682	72,983	161,494	144,775
Lease and rental expense	24,082	23,983	48,747	47,425
Electronic health records incentive income	(83)	(1,955)	(4,795)	(1,955)
	1,530,921	1,492,751	3,118,631	3,016,759
Income from operations	304,054	230,332	547,976	499,360
Interest expense, net	38,236	45,888	78,174	92,598
Income before income taxes	265,818	184,444	469,802	406,762
Provision for income taxes	98,015	67,000	172,064	146,748
Net income	167,803	117,444	297,738	260,014
Less: Income attributable to noncontrolling interests	15,962	9,883	26,113	23,846
Net income attributable to UHS	$ 151,841	$ 107,561	$ 271,625	$ 236,168
Basic earnings per share attributable to UHS (a)	$ 1.55	$ 1.11	$ 2.77	$ 2.44
Diluted earnings per share attributable to UHS (a)	$ 1.53	$ 1.10	$ 2.75	$ 2.41

Universal Health Services, Inc.

Footnotes to Consolidated Statements of Income

(in thousands, except per share amounts)

(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2013	2012	2013	2012
(a) Earnings per share calculation:				
Basic and diluted:				
Net income attributable to UHS	$151,841	$107,561	$271,625	$236,168
Less: Net income attributable to unvested restricted share grants	(88)	(126)	(157)	(294)
Net income attributable to UHS - basic and diluted	$151,753	$107,435	$271,468	$235,874
Weighted average number of common shares - basic	98,033	96,691	97,872	96,642
Basic earnings per share attributable to UHS:	$ 1.55	$ 1.11	$ 2.77	$ 2.44
Weighted average number of common shares	98,033	96,691	97,872	96,642
Add: Other share equivalents	1,178	1,038	1,019	1,118
Weighted average number of common shares and equiv. - diluted	99,211	97,729	98,891	97,760
Diluted earnings per share attributable to UHS:	$ 1.53	$ 1.10	$ 2.75	$ 2.41

Universal Health Services, Inc.

Schedule of Non-GAAP Supplemental Consolidated Statements of Income Information ("Supplemental Schedule")

For the three months ended June 30, 2013 and 2012

(in thousands, except per share amounts)

(unaudited)

Calculation of "EBITDA"

	Three months ended June 30, 2013		Three months ended June 30, 2012	
Net revenues before provision for doubtful accounts	$2,081,662		$1,907,789	
Less: Provision for doubtful accounts	246,687		184,706	
Net revenues	1,834,975	100.0%	1,723,083	100.0%
Operating charges:				
Salaries, wages and benefits	897,334	48.9%	854,863	49.6%
Other operating expenses	325,562	17.7%	345,061	20.0%
Supplies expense	202,344	11.0%	197,816	11.5%
EHR incentive income	(83)	0.0%	(1,955)	-0.1%
	1,425,157	77.7%	1,395,785	81.0%
Operating income/margin ("EBITDAR")	409,818	22.3%	327,298	19.0%
Lease and rental expense	24,082		23,983	
Income attributable to noncontrolling interests	15,962		9,883	
Earnings before, depreciation and amortization, interest expense, and income taxes ("EBITDA")	369,774	20.2%	293,432	17.0%
Depreciation and amortization	81,682		72,983	
Interest expense, net	38,236		45,888	
Income before income taxes	249,856		174,561	
Provision for income taxes	98,015		67,000	
Net income attributable to UHS	$ 151,841		$ 107,561	

Calculation of Adjusted Net Income Attributable to UHS

	Three months ended June 30, 2013		Three months ended June 30, 2012	
	Amount	Per Diluted Share	Amount	Per Diluted Share
Calculation of Adjusted Net Income Attributable to UHS - including and excluding EHR impact:				
Net income attributable to UHS	$151,841	$ 1.53	$107,561	$ 1.10
Plus/minus adjustments:				
Reduction of reserves relating to prior years for professional and general liability self-insured claims, net of income taxes	(37,826)	(0.38)	—	—
Net Medicaid reimbursements related to prior years, net of income taxes	—	—	(3,417)	(0.03)
Subtotal after-tax adjustments to net income attributable to UHS	(37,826)	(0.38)	(3,417)	(0.03)
Adjusted net income attributable to UHS - including Electronic Health Records ("EHR") impact	$114,015	$ 1.15	$104,144	$ 1.07
Plus/minus impact of EHR implementation:				
EHR-related incentive income, pre-tax	(83)		(1,955)	
EHR-related salaries, wages and benefits, pre-tax	(88)		7,943	
EHR-related other operating costs, pre-tax	2,053		396	
EHR-related depreciation & amortization, pre-tax	7,006		3,527	
EHR-related minority interest in earnings of consolidated entities, pre-tax	(984)		(1,897)	
Income tax provision on EHR-related items	(2,977)		(3,034)	
After-tax impact of EHR-related items	4,927	0.05	4,980	0.05
Adjusted net income attributable to UHS	$118,942	$ 1.20	$109,124	$ 1.12

Universal Health Services, Inc.

Schedule of Non-GAAP Supplemental Consolidated Statements of Income Information ("Supplemental Schedule")

For the six months ended June 30, 2013 and 2012

(in thousands, except per share amounts)

(unaudited)

Calculation of "EBITDA"

	Six months ended June 30, 2013		Six months ended June 30, 2012	
Net revenues before provision for doubtful accounts	$4,160,010		$3,849,412	
Less: Provision for doubtful accounts	493,403		333,293	
Net revenues	3,666,607	100.0%	3,516,119	100.0%
Operating charges:				
Salaries, wages and benefits	1,799,630	49.1%	1,726,977	49.1%
Other operating expenses	706,569	19.3%	696,361	19.8%
Supplies expense	406,986	11.1%	403,176	11.5%
EHR incentive income	(4,795)	-0.1%	(1,955)	-0.1%
	2,908,390	79.3%	2,824,559	80.3%
Operating income/margin ("EBITDAR")	758,217	20.7%	691,560	19.7%
Lease and rental expense	48,747		47,425	
Income attributable to noncontrolling interests	26,113		23,846	
Earnings before, depreciation and amortization, interest expense, and income taxes ("EBITDA")	683,357	18.6%	620,289	17.6%
Depreciation and amortization	161,494		144,775	
Interest expense, net	78,174		92,598	
Income before income taxes	443,689		382,916	
Provision for income taxes	172,064		146,748	
Net income attributable to UHS	$ 271,625		$ 236,168	

Calculation of Adjusted Net Income Attributable to UHS

	Six months ended June 30, 2013		Six months ended June 30, 2012	
	Amount	Per Diluted Share	Amount	Per Diluted Share
Calculation of Adjusted Net Income Attributable to UHS - including and excluding EHR impact:				
Net income attributable to UHS	$271,625	$ 2.75	$236,168	$ 2.41
Plus/minus adjustments:				
Reduction of reserves relating to prior years for professional and general liability self-insured claims, net of income taxes	(37,826)		—	
Medicare Rural Floor settlement, net of income taxes	—		(18,753)	
Oklahoma SHOPP Medicaid reimbursements related to prior years, net of income taxes	—		(4,329)	
Impact of revised SSI ratios and write-off Florida county receivables, net of income taxes	—		5,149	
Net Medicaid reimbursements related to prior years, net of income taxes	—		(3,417)	
Subtotal after-tax adjustments to net income attributable to UHS	(37,826)	(0.38)	(21,350)	(0.21)
Adjusted net income attributable to UHS - including Electronic Health Records ("EHR") impact	$233,799	$ 2.37	$214,818	$ 2.20
Plus/minus impact of EHR implementation:				
EHR-related incentive income, pre-tax	(4,795)		(1,955)	
EHR-related salaries, wages and benefits, pre-tax	238		7,943	
EHR-related other operating costs, pre-tax	2,018		396	
EHR-related depreciation & amortization, pre-tax	12,492		3,527	
EHR-related minority interest in earnings of consolidated entities, pre-tax	(1,525)		(1,897)	
Income tax provision on EHR-related items	(3,174)		(3,034)	
After-tax impact of EHR-related items	5,254	0.05	4,980	0.05
Adjusted net income attributable to UHS	$239,053	$ 2.42	$219,798	$ 2.25

Universal Health Services, Inc.

Consolidated Statements of Comprehensive Income

(in thousands)

(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2013	2012	2013	2012
Net income	$167,803	$117,444	$297,738	$260,014
Other comprehensive income (loss):				
Unrealized derivative gains (loss) on cash flow hedges	5,282	212	9,817	1,827
Amortization of terminated hedge	(84)	(84)	(168)	(168)
Other comprehensive (loss) income before tax	5,198	128	9,649	1,659
Income tax (benefit) expense related to items of other comprehensive income (loss)	1,960	50	3,638	632
Total other comprehensive (loss) income, net of tax	3,238	78	6,011	1,027
Comprehensive income	171,041	117,522	303,749	261,041
Less: Comprehensive income attributable to noncontrolling interests	15,962	9,883	26,113	23,846
Comprehensive income attributable to UHS	$155,079	$107,639	$277,636	$237,195

Universal Health Services, Inc.

Condensed Consolidated Balance Sheets

(in thousands)

(unaudited)

	June 30, 2013	December 31, 2012
Assets		
Current assets:		
Cash and cash equivalents	$ 12,558	$ 23,471
Accounts receivable, net	1,149,477	1,067,197
Supplies	100,324	99,000
Deferred income taxes	134,888	104,461
Other current assets	86,733	87,936
Assets of facilities held for sale	0	25,431
Total current assets	1,483,980	1,407,496
Property and equipment	5,519,819	5,368,345
Less: accumulated depreciation	(2,116,414)	(1,986,110)
	3,403,405	3,382,235
Other assets:		
Goodwill	3,041,346	3,036,765
Deferred charges	66,910	75,888
Other	321,612	298,459
	$ 8,317,253	$ 8,200,843
Liabilities and Stockholders' Equity		
Current liabilities:		
Current maturities of long-term debt	$ 73,579	$ 2,589
Accounts payable and accrued liabilities	958,952	889,557
Federal and state taxes	16,619	1,062
Liabilities of facilities held for sale	0	850
Total current liabilities	1,049,150	894,058
Other noncurrent liabilities	310,948	395,355
Long-term debt	3,473,106	3,727,431
Deferred income taxes	206,818	183,747
Redeemable noncontrolling interest	233,417	234,303
UHS common stockholders' equity	2,991,457	2,713,345
Noncontrolling interest	52,357	52,604
Total equity	3,043,814	2,765,949
	$ 8,317,253	$ 8,200,843

Universal Health Services, Inc.

Consolidated Statements of Cash Flows

(in thousands)

(unaudited)

	Six months ended June 30, 2013	Six months ended June 30, 2012
Cash Flows from Operating Activities:		
Net income	$ 297,738	$ 260,014
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation & amortization	161,677	148,703
Stock-based compensation expense	13,579	10,996
Gains on sales of assets and business, net of losses	(2,277)	0
Changes in assets & liabilities, net of effects from acquisitions and dispositions:		
Accounts receivable	(82,224)	(63,937)
Accrued interest	13,199	15,873
Accrued and deferred income taxes	18,365	3,955
Other working capital accounts	32,421	(13,085)
Other assets and deferred charges	9,069	13,866
Other	4,083	2,050
Accrued insurance expense, net of commercial premiums paid	(22,590)	42,241
Payments made in settlement of self-insurance claims	(37,038)	(47,814)
Net cash provided by operating activities	406,002	372,862
Cash Flows from Investing Activities:		
Property and equipment additions, net of disposals	(175,944)	(182,351)
Proceeds received from sale of assets and businesses	34,008	53,461
Acquisition of property and businesses	(1,320)	(11,476)
Costs incurred for purchase and implementation of electronic health records application	(33,396)	(28,008)
Return of deposit on terminated purchase agreement	0	6,500
Net cash used in investing activities	(176,652)	(161,874)
Cash Flows from Financing Activities:		
Reduction of long-term debt	(196,096)	(195,686)
Additional borrowings	11,000	0
Repurchase of common shares	(21,373)	(2,927)
Dividends paid	(9,795)	(9,673)
Issuance of common stock	2,735	2,575
Profit distributions to noncontrolling interests	(26,734)	(13,565)
Net cash used in financing activities	(240,263)	(219,276)
Decrease in cash and cash equivalents	(10,913)	(8,288)
Cash and cash equivalents, beginning of period	23,471	41,229
Cash and cash equivalents, end of period	$ 12,558	$ 32,941
Supplemental Disclosures of Cash Flow Information:		
Interest paid	$ 54,067	$ 62,158
Income taxes paid, net of refunds	$ 152,553	$ 141,571

Universal Health Services, Inc.
Supplemental Statistical Information
(un-audited)

Same Facility:

	% Change Quarter Ended 6/30/2013	% Change 6 months ended 6/30/2013
Acute Care Hospitals		
Revenues	4.9%	2.8%
Adjusted Admissions	2.0%	0.2%
Adjusted Patient Days	1.2%	0.7%
Revenue Per Adjusted Admission	2.9%	2.5%
Revenue Per Adjusted Patient Day	3.7%	2.1%
Behavioral Health Hospitals		
Revenues	3.2%	2.8%
Adjusted Admissions	5.4%	2.9%
Adjusted Patient Days	1.8%	0.8%
Revenue Per Adjusted Admission	-2.1%	-0.1%
Revenue Per Adjusted Patient Day	1.3%	2.0%

UHS Consolidated

	Second Quarter Ended		Six months Ended	
	6/30/2013	6/30/2012	6/30/2013	6/30/2012
Revenues	$1,834,975	$1,723,083	$3,666,607	$3,516,119
EBITDA (1)	369,774	293,432	683,357	620,289
EBITDA Margin (1)	20.2%	17.0%	18.6%	17.6%
Cash Flow From Operations	218,239	245,639	406,002	372,862
Days Sales Outstanding	57	54	57	53
Capital Expenditures	80,025	89,788	175,944	182,351
Debt			3,546,685	3,461,006
Shareholders Equity			2,991,457	2,536,884
Debt / Total Capitalization			54.2%	57.7%
Debt / EBITDA (2)			2.75	2.99
Debt / Cash From Operations (2)			4.18	4.71
Acute Care EBITDAR Margin (3)	14.8%	16.1%	15.4%	17.6%
Behavioral Health EBITDAR Margin (3)	28.7%	28.7%	28.6%	27.7%

(1) Net of Minority Interest
(2) Latest 4 quarters
(3) Same facility basis, before Corporate overhead allocation and minority interest.

UNIVERSAL HEALTH SERVICES, INC.
SELECTED HOSPITAL STATISTICS
FOR THE THREE MONTHS ENDED
JUNE 30, 2013 AND 2012

AS REPORTED:

	ACUTE (1)			BEHAVIORAL HEALTH		
	06/30/13	06/30/12	% change	06/30/13	06/30/12	% change
Hospitals owned and leased	23	23	0.0%	182	176	3.4%
Average licensed beds	5,617	5,545	1.3%	19,982	19,191	4.1%
Patient days	272,745	270,752	0.7%	1,368,883	1,305,933	4.8%
Average daily census	2,997.2	2,975.3	0.7%	15,042.7	14,350.9	4.8%
Occupancy-licensed beds	53.4%	53.7%	-0.6%	75.3%	74.8%	0.7%
Admissions	60,697	59,768	1.6%	101,726	91,936	10.6%
Length of stay	4.5	4.5	-0.8%	13.5	14.2	-5.3%
Inpatient revenue	$3,321,384	$3,034,837	9.4%	$1,598,383	$1,416,820	12.8%
Outpatient revenue	1,708,200	1,540,569	10.9%	193,703	162,162	19.5%
Total patient revenue	5,029,584	4,575,406	9.9%	1,792,086	1,578,982	13.5%
Other revenue	30,747	22,842	34.6%	30,887	36,404	-15.2%
Gross hospital revenue	5,060,331	4,598,248	10.0%	1,822,973	1,615,386	12.9%
Total deductions	3,949,632	3,590,507	10.0%	862,919	724,569	19.1%
Net hospital revenue before provision for doubtful accounts	$1,110,699	$1,007,741	10.2%	$ 960,054	$ 890,817	7.8%
Provision for doubtful accounts	$ 216,053	$ 164,144	31.6%	$ 30,584	$ 20,550	48.8%
Net hospital revenue	894,646	843,597	6.1%	929,470	870,267	6.8%

SAME FACILITY:

	ACUTE (1)			BEHAVIORAL HEALTH (2)		
	06/30/13	06/30/12	% change	06/30/13	06/30/12	% change
Hospitals owned and leased	23	23	0.0%	171	171	0.0%
Average licensed beds	5,617	5,545	1.3%	19,018	18,926	0.5%
Patient days	272,745	270,752	0.7%	1,310,418	1,290,025	1.6%
Average daily census	2,997.2	2,975.3	0.7%	14,400.2	14,176.1	1.6%
Occupancy-licensed beds	53.4%	53.7%	-0.6%	75.7%	74.9%	1.1%
Admissions	60,697	59,768	1.6%	96,235	91,494	5.2%
Length of stay	4.5	4.5	-0.8%	13.6	14.1	-3.4%

(1) Auburn is excluded in both current and prior years.

(2) Jefferson Trail, Manatee Palms Group Homes, The Peaks, San Juan Capestrano, Keys of Carolina, Garfield Park and Austin Oaks are excluded in both current and prior years. Community BH and prior years. Brooke Glen is included in both current and prior years from March 1st through June 30th. John Costigan Ctr and Community BH is excluded in both current and prior years from June 1st through June 30th.

UNIVERSAL HEALTH SERVICES, INC.
SELECTED HOSPITAL STATISTICS
FOR THE SIX MONTHS ENDED
JUNE 30, 2013 AND 2012

AS REPORTED:

	ACUTE (1) 06/30/13	06/30/12	% change	BEHAVIORAL HEALTH 06/30/13	06/30/12	% change
Hospitals owned and leased	23	23	0.0%	182	176	3.4%
Average licensed beds	5,617	5,543	1.3%	20,003	19,142	4.5%
Patient days	563,471	560,778	0.5%	2,723,937	2,615,095	4.2%
Average daily census	3,113.1	3,081.2	1.0%	15,049.4	14,368.7	4.7%
Occupancy-licensed beds	55.4%	55.6%	-0.3%	75.2%	75.1%	0.2%
Admissions	124,436	124,378	0.0%	203,122	187,711	8.2%
Length of stay	4.5	4.5	0.4%	13.4	13.9	-3.7%
Inpatient revenue	$ 6,828,424	$6,312,862	8.2%	$3,174,531	$2,832,358	12.1%
Outpatient revenue	3,359,775	3,089,419	8.8%	379,505	322,835	17.6%
Total patient revenue	10,188,199	9,402,281	8.4%	3,554,036	3,155,193	12.6%
Other revenue	61,872	43,821	41.2%	61,987	72,970	-15.1%
Gross hospital revenue	10,250,071	9,446,102	8.5%	3,616,023	3,228,163	12.0%
Total deductions	8,012,595	7,386,466	8.5%	1,717,818	1,453,758	18.2%
Net hospital revenue before provision for doubtful accounts	$ 2,237,476	$2,059,636	8.6%	$1,898,205	$1,774,405	7.0%
Provision for doubtful accounts	434,096	289,508	49.9%	59,191	43,818	35.1%
Net hospital revenue	1,803,380	1,770,128	1.9%	1,839,014	1,730,587	6.3%

SAME FACILITY:

	ACUTE (1) 06/30/13	06/30/12	% change	BEHAVIORAL HEALTH (2) 06/30/13	06/30/12	% change
Hospitals owned and leased	23	23	0.0%	171	171	0.0%
Average licensed beds	5,617	5,543	1.3%	18,985	18,830	0.8%
Patient days	563,471	560,778	0.5%	2,593,658	2,576,883	0.7%
Average daily census	3,113.1	3,081.2	1.0%	14,329.6	14,158.7	1.2%
Occupancy-licensed beds	55.4%	55.6%	-0.3%	75.5%	75.2%	0.4%
Admissions	124,436	124,378	0.0%	191,343	186,097	2.8%
Length of stay	4.5	4.5	0.4%	13.6	13.8	-2.1%

(1) Auburn is excluded in both current and prior years.

(2) Jefferson Trail, Manatee Palms Group Homes, The Peaks, San Juan Capestrano, Keys of Carolina, Garfield Park and Austin Oaks are excluded in both current and prior years. Community BH and prior years. Brooke Glen is included in both current and prior years from March 1st through June 30th. John Costigan Ctr and Community BH is excluded in both current and prior years from June 1st through June 30th.