

**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): April 13, 2007

UNIVERSAL HEALTH SERVICES, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
Incorporation or Organization)

1-10765
(Commission
File Number)

23-2077891
(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))
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Item 1.01 Entry into a Material Definitive Agreement.

On April 13, 2007, Universal Health Services, Inc. (the "Company") entered into Amendment No. 2 (the "Amendment") to its \$650 million unsecured non-amortizing revolving credit facility (the "Credit Agreement") dated as of March 4, 2005 and amended as of July 28, 2006 with JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent and ABN Amro Bank, N.V., SunTrust Bank and Wachovia Bank, National Association, as Co-Documentation Agents (collectively, the "Agents") and the other lenders named therein. The Amendment increased commitments under the Credit Agreement to \$800 million from \$650 million.

Affiliates of each of the Agents and certain of the other lenders acted as underwriters in the public offering of the Company's 7.125% Notes due 2016 that was completed on June 30, 2006. In addition, JP Morgan Chase Bank, N.A. is an affiliate of J.P. Morgan Trust Company, National Association, the successor trustee under the Company's indenture dated as of January 20, 2000, as amended by a supplemental indenture dated as of June 20, 2006, relating to its debt securities.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Current Report on Form 8-K is hereby incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amendment No. 2 to the Credit Agreement.

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/ Alan B. Miller

Name: Alan B. Miller

Title: Chairman of the Board, President and Chief Executive Officer

By: /s/ Steve Filton

Name: Steve Filton

Title: Senior Vice President and Chief Financial Officer

Date: April 18, 2007

Exhibit Index

Exhibit No.

Exhibit

10.1

Amendment No. 2 to the Credit Agreement.

AMENDMENT NO. 2

to

CREDIT AGREEMENT

dated as of

March 4, 2005

and amended as of

July 28, 2006

among

UNIVERSAL HEALTH SERVICES, INC.

THE ELIGIBLE SUBSIDIARIES REFERRED TO HEREIN

THE LENDERS LISTED HEREIN

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

BANK OF AMERICA, N.A.,
as Syndication Agent

and

ABN AMRO BANK N.V.,
SUNTRUST BANK

and

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Co-Documentation Agents

J.P. Morgan Securities Inc.
Banc of America Securities LLC,
Joint Lead Arrangers and Joint Bookrunners

AMENDMENT NO. 2

AMENDMENT dated as of April 13, 2007 to the Credit Agreement dated as of March 4, 2005 (as amended as of July 28, 2006, the "**Credit Agreement**") among UNIVERSAL HEALTH SERVICES, INC., the ELIGIBLE SUBSIDIARIES referred to therein, the LENDERS listed on the signature pages thereof, JPMORGAN CHASE BANK, N.A., as Administrative Agent, BANK OF AMERICA, N.A., as Syndication Agent and ABN AMRO BANK N.V., SUNTRUST BANK and WACHOVIA BANK, NATIONAL ASSOCIATION, as Co-Documentation Agents.

W I T N E S S E T H:

WHEREAS, Section 2.19 of the Credit Agreement contemplates that the Commitments thereunder may be increased in the manner set forth therein; and

WHEREAS, the parties wish to amend Section 2.19 to increase the maximum amount of increases in the Commitments which may be effected in that manner, and to memorialize an increase in the Commitments pursuant to Section 2.19 as so amended;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, after this Agreement becomes effective, refer to the Credit Agreement as amended hereby.

Section 2. *Amendment; Increase in Commitments.*

(a) The figure "\$100,000,000" in Section 2.19(c)(iii) of the Credit Agreement is changed to "\$150,000,000."

(b) With effect from and including the Amendment Effective Date, (i) each Person listed on the signature pages hereof which is not a party to the Credit Agreement (a "New Lender") shall become a Lender party thereto, (ii) the Commitment of each Lender shall be the amount set forth opposite the name of such Lender in the Commitment Schedule attached hereto and (iii) the Commitment Schedule attached hereto shall replace the Commitment Schedule attached to the Credit Agreement.

Section 3. *Representations of Company.* The Company represents and warrants that (i) the representations and warranties of the Company set forth in Article 4 of the Credit Agreement will be true both before and after the Amendment Effective Date and (ii) no Default will have occurred and be continuing at such time.

Section 4. *Effect of Amendment.* Except as expressly set forth herein, nothing contained herein shall constitute a waiver or amendment of any term or condition of the Credit Agreement, and all such terms and conditions shall remain in full force and effect and are hereby ratified and confirmed in all respects.

Section 5. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Section 6. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7. *Effectiveness.* This Amendment shall become effective as of the date hereof (the “**Amendment Effective Date**”), subject to satisfaction of the following conditions:

(a) the Administrative Agent shall have received from each of the Company, each New Lender, each Lender whose Commitment is increased hereby and such other Lenders (if any) as may be necessary in order that the signatories hereto comprise the Required Lenders (determined before giving effect to this Amendment) a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Administrative Agent) that such party has signed a counterpart hereof; and

(b) the Administrative Agent shall have received an opinion of the General Counsel or Assistant General Counsel of the Company dated as of the Amendment Effective Date, in form and substance satisfactory to the Administrative Agent; and

(c) the Administrative Agent shall have received evidence satisfactory to it of corporate authorization of this Amendment on the part of the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

UNIVERSAL HEALTH SERVICES, INC.

By: /s/ Cheryl K. Ramagano
Name: Cheryl K. Ramagano
Title: Treasurer

JPMORGAN CHASE BANK, N.A., as Lender and
Administrative Agent

By: /s/ Dawn Lee Lum

Name: Dawn Lee Lum

Title: Executive Director

BANK OF AMERICA, N.A.

By: /s/ Jill J. Hogan

Name: Jill J. Hogan

Title: Vice President

ABN AMRO BANK N.V.

By: /s/ Kathleen Ross

Name: Kathleen Ross

Title: Senior Vice President

By: /s/ Robert Hart

Name: Robert Hart

Title: Senior Vice President

SUNTRUST BANK

By: /s/ Helen C. Hartz

Name: Helen C. Hartz

Title: Vice President

By: /s/ Jeanette A. Griffin

Name: Jeanette A. Griffin

Title: Director

By: /s/ Lillian Kim

Name: Lillian Kim

Title: Vice President

WILLIAM STREET COMMITMENT CORPORATION (
Recourse only to assets of William Street Commitment
Corporation)

By: /s/ Mark Walton

Name: Mark Walton

Title: Assistance Vice President

CALYON NEW YORK BRANCH

By: /s/ Thomas Randolph
Name: Thomas Randolph
Title: Managing Director

By: /s/ Attila Coach
Name: Attila Coach
Title: Managing Director

By: /s/ Karin B. Takiff

Name: Karin B. Takiff

Title: Senior Vice President

THE BANK OF NEW YORK

By: /s/ Christopher T. Kordes

Name: Christopher T. Kordes

Title: Vice President

NATIONAL CITY BANK

By: /s/ Erica E. Dowd

Name: Erica E. Dowd

Title: Assistant Vice President

CITIBANK, N.A.

By: /s/ Allen Fisher

Name: Allen Fisher

Title: Vice President

COMMITMENT SCHEDULE

LENDER	COMMITMENT
JPMorgan Chase Bank, N.A.	\$ 105,000,000.00
Bank of America, N.A.	\$ 105,000,000.00
ABN AMRO Bank N.V.	\$ 85,000,000.00
SunTrust Bank	\$ 85,000,000.00
Wachovia Bank, National Association	\$ 85,000,000.00
Bank of Tokyo-Mitsubishi UFJ Trust Company	\$ 62,500,000.00
Citibank, N.A.	\$ 62,500,000.00
William Street Commitment Corporation	\$ 62,500,000.00
Calyon New York Branch	\$ 45,000,000.00
PNC Bank, National Association	\$ 42,500,000.00
National City Bank	\$ 35,000,000.00
The Bank of New York	\$ 25,000,000.00
TOTAL	\$ 800,000,000.00