

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

DELAWARE
(State or other juris-
diction of incorporation
or organization)

23-2077891
(I.R.S. Employer
Identification
Number)

UNIVERSAL CORPORATE CENTER
367 SOUTH GULPH ROAD
P.O. BOX 61558
KING OF PRUSSIA, PENNSYLVANIA 19406-0958
(610) 768-3300

(Address, including zip code and telephone number, including
area code of registrant's principal executive offices)

THE UNIVERSAL HEALTH SERVICES, INC.
1992 STOCK OPTION PLAN, AS AMENDED
(full title of the plan)

ALAN B. MILLER
CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
UNIVERSAL HEALTH SERVICES, INC.
UNIVERSAL CORPORATE CENTER
367 SOUTH GULPH ROAD
P.O. BOX 61558
KING OF PRUSSIA, PENNSYLVANIA 19406-0958
(610) 768-3300

(Name, address, including zip code and telephone number,
including area code, of agent for service)

Copies of all communications, including all communications sent to the agent for service should be sent to:

ANTHONY PANTALEONI, ESQ.
FULBRIGHT & JAWORSKI L.L.P.
666 FIFTH AVENUE
NEW YORK, NEW YORK 10103

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price (1)	Amount of registration fee
Class B Common Stock, \$.01 par value per share.....	1,000,000 shares	(1)	\$20,782,187.50	\$7,167.00

- (1) The price is estimated in accordance with Rule 457(h)(1) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee and is the sum of (i) the aggregate exercise price (\$10,203,437.50) of the 610,000 options for which the exercise price has been established and (ii) the product resulting from multiplying 390,000, the number of shares issuable upon exercising options for which the exercise price is not known, registered by this Registration Statement under the Universal Health Services, Inc. 1992 Stock Option Plan, as Amended, by \$27.125, the average of the high and low prices of the Class B Common Stock as reported on the New York Stock Exchange on September 30, 1996, within five business days prior to October 4, 1996.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by Universal Health Services, Inc. (the "Company") are incorporated herein by reference:

- (i) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995.
- (ii) The Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1996 and June 30, 1996.
- (iii) The Company's Form 8-A dated July 5, 1991.
- (iv) The Company's Prospectus, filed pursuant to 424(b) relating to its Registration Statement on Form S-3, Registration No. 333-04445, declared effective June 20, 1996.

In addition to the foregoing, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment indicating that all of the securities offered hereunder have been sold or deregistering all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that is also incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. DESCRIPTION OF SECURITIES

Not applicable.

Item 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

The legality of the Common Stock offered hereby has been passed on for the Company by Fulbright & Jaworski L.L.P., 666 Fifth Avenue, New York, New York 10103. Members of Fulbright & Jaworski hold less than 1% of the Common Stock of the Company.

Item 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the General Corporation Law of the State of Delaware permits indemnification of directors, officers and employees of a corporation under certain conditions and subject to certain limitations. Article VII of the By-laws of the Company contains provisions for the indemnification of directors, officers and employees within the limitations permitted by Section 145. The Company carries director and officer liability insurance which indemnifies directors and officers of the Company with respect to certain matters for which they perform duties in the course of business.

Item 7. EXEMPTION FROM REGISTRATION CLAIMED

Not Applicable.

Item 8. EXHIBITS

- 4.1 -- 1992 Stock Option Plan, as Amended
- 4.2 -- Stock Option Agreement
- 5 -- Opinion of Fulbright & Jaworski L.L.C.
- 23(a) -- Consent of Arthur Andersen LLP
- (b) -- Consent of Fulbright & Jaworski (included in Exhibit 5)
- (c) -- Consent of Ernst & Young, LLP
- (d) -- Consent of Clifton, Gunderson P.L.L.C.
- (e) -- Consent of KPMG Peat Marwick LLP
- 24 -- Power of Attorney (included in signature page)

Item 9. UNDERTAKINGS.

- (a) The undersigned registrant hereby undertakes:
 - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective dates of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a

fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) ((S) 230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event a claim

for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person of the registrant in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in King of Prussia, Pennsylvania on October 4, 1996.

Universal Health Services, Inc.

By: /s/ Alan B. Miller

(Alan B. Miller, President)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Alan B. Miller and Sidney Miller as his true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement, including post-effective amendments, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that said attorneys-in-fact and agents, each acting alone, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

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Alan B. Miller, President

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Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature - - - - -	Title - - - - -	Date - - - - -
/s/ Alan B. Miller - - - - - (Alan B. Miller)	Chairman of the Board President, Chief Executive Officer and Director (Principal Executive Officer)	October 4, 1996
/s/ Sidney Miller - - - - - (Sidney Miller)	Secretary and Director	October 4, 1996
/s/ Robert H. Hotz - - - - - (Robert H. Hotz)	Director	October 4, 1996
/s/ Martin Meyerson - - - - - (Martin Meyerson)	Director	October 4, 1996
/s/ Anthony Pantaleoni - - - - - (Anthony Pantaleoni)	Director	October 4, 1996
/s/ John H. Herrell - - - - - (John H. Herrell)	Director	October 4, 1996
/s/ Paul R. Verkuil - - - - - (Paul R. Verkuil)	Director	October 4, 1996

INDEX TO EXHIBITS

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24	Power of Attorney (see signature page)

UNIVERSAL HEALTH SERVICES, INC.
1992 STOCK OPTION PLAN, AS AMENDED

1. Purpose. The purpose of the Universal Health Services, Inc. 1992

Stock Option Plan (the "Plan") is to enable Universal Health Services, Inc. (the "Company") and its stockholders to secure the benefits of common stock ownership by key personnel of the Company and its subsidiaries. The Board of Directors of the Company (the "Board") believes that the granting of options under the Plan will foster the Company's ability to attract, retain and motivate those individuals who will be largely responsible for the continued profitability and long-term future growth of the Company.

2. Stock Subject to the Plan. The Company may issue and sell a total

of 1,500,000 shares of its Class B Common Stock, \$.01 par value (the "Common Stock"), pursuant to the Plan. Such shares may be either authorized and unissued or held by the Company in its treasury. New options may be granted under the Plan with respect to shares of Common Stock which are covered by the unexercised portion of an option which has terminated or expired by its terms, by cancellation or otherwise.

3. Administration. The Plan will be administered by a committee (the

"Committee") consisting of at least two directors appointed by and serving at the pleasure of the Board. If a Committee is not so established, the Board will perform the duties and functions ascribed herein to the Committee. To the extent required by the applicable provisions of Rule 16(b)-3 under the Securities Exchange Act of 1934, no member of the Committee shall have received an option under the Plan or any other plan within one year before his or her appointment or such other period as may be prescribed by said Rule. Subject to the provisions of the Plan, the Committee, acting in its sole and absolute discretion, will have full power and authority to grant options under the Plan, to interpret the provisions of the Plan and option agreements made under the Plan, to supervise the administration of the Plan, and to take such other action as may be necessary or desirable in order to carry out the provisions of the Plan. A majority of the members of the Committee will constitute a quorum. The Committee may act by the vote of a majority of its members present at a meeting at which there is a quorum or by unanimous written consent. The decision of the Committee as to any disputed question, including questions of construction, interpretation and administration, will be final and conclusive on all persons. The Committee will keep a record of its proceedings and acts and will keep or caused to be kept such books and records as may be necessary in connection with the proper administration of the Plan.

4. Eligibility. Options may be granted under the Plan to present or

future key employees of the Company or a subsidiary of the Company (a "Subsidiary") within the meaning of Section 424(f) of the Internal Revenue Code of 1986 (the "Code"), and to consultants to the Company or a Subsidiary who are not employees. Options may not be granted to directors of the Company or a

Subsidiary who are not also employees of or consultants to the Company and/or a Subsidiary. Subject to the provisions of the Plan, the Committee may from time to time select the persons to whom options will be granted, and will fix the number of shares covered by each such option and establish the terms and conditions thereof (including, without limitation, exercise price and restrictions on exercisability of the option or on the shares of Common Stock issued upon exercise thereof). Notwithstanding anything to the contrary contained herein no person may receive grants of options to purchase more than 200,000 shares in any one calendar year.

5. Terms and Conditions of Options. Each option granted under the

Plan will be evidenced by a written agreement in a form approved by the Committee. Each such option will be subject to the terms and conditions set forth in this paragraph and such additional terms and conditions not inconsistent with the Plan as the Committee deems appropriate.

(a) Option Period. The period during which an option may be exercised will

be fixed by the Committee and will not exceed 10 years from the date the option is granted.

(b) Exercise of Options. An option may be exercised by transmitting to

the Company (1) a written notice specifying the number of shares to be purchased, and (2) payment of the exercise price (or, if applicable, delivery of a secured obligation therefor), together with the amount, if any, deemed necessary by the Committee to enable the Company to satisfy its income tax withholding obligations with respect to such exercise (unless other arrangements acceptable to the Company are made with respect to the satisfaction of such withholding obligations).

(c) Payment of Exercise Price. The purchase price of shares of Common

Stock acquired pursuant to the exercise of an option granted under the Plan may be paid in cash and/or such other form of payment as may be permitted under the option agreement, including, without limitation, previously-owned shares of Common Stock. The Committee may permit the payment of all or a portion of the purchase price in installments (together with interest) over a period of not more than 5 years.

(d) Rights as a Stockholder. No shares of Common Stock will be issued in

respect of the exercise of an option granted under the Plan until full payment therefor has been made (and/or provided for where all or a portion of the purchase price is being paid in installments). The holder of an option will have no rights as a stockholder with respect to any shares covered by an option until the date a stock certificate for such shares is issued to him or her. Except as otherwise provided herein, no adjustments shall be made for dividends or distributions of other rights for which the record date is prior to the date such stock certificate is issued.

(e) Nontransferability of Options. No option granted under the Plan may be

assigned or transferred except by will or by the applicable laws of descent and distribution; and each such option may be exercised during the optionee's lifetime only by the optionee.

(f) Termination of Employment or Other Service. Unless otherwise provided

by the Committee in its sole discretion, if an optionee ceases to be employed by or to perform services for the Company and any Subsidiary for any reason other than death or disability (defined below), then each outstanding option granted to him or her under the Plan will terminate on the date of termination of employment or service (or, if earlier, the date specified in the option agreement). Unless otherwise provided by the Committee in its sole discretion, if an optionee's employment or service is terminated by reason of the optionee's death or disability (or if the optionee's employment or service is terminated by reason of his or her disability and the optionee dies within one year after such termination of employment or service), then each outstanding option granted to the optionee under the Plan will terminate on the date one year after the date of such termination of employment or service (or one year after the later death of a disabled optionee) or, if earlier, the date specified in the option agreement. For purposes hereof, the term "disability" means the inability of an optionee to perform the customary duties of his or her employment or other service for the Company or a Subsidiary by reason of a physical or mental incapacity which is expected to result in death or be of indefinite duration.

(g) Other Provisions. The Committee may impose such other conditions with

respect to the exercise of options, including, without limitation, any conditions relating to the application of federal or state securities laws, as it may deem necessary or advisable.

6. Capital Changes, Reorganization, Sale.

(a) Adjustments Upon Changes in Capitalization. The aggregate number and

class of shares for which options may be granted under the Plan, the maximum number of shares for which options may be granted to any person in any one calendar year, the number and class of shares covered by each outstanding option and the exercise price per share shall all be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from a split-up or consolidation of shares or any like capital adjustment, or the payment of any stock dividend.

(b) Cash, Stock or Other Property for Stock. Except as provided in

subparagraph (c) below, upon a merger (other than a merger of the Company in which the holders of Common Stock immediately prior to the merger have the same proportionate ownership of Common Stock in the surviving corporation immediately after the merger), consolidation, acquisition of property or stock, separation, reorganization (other than a mere reincorporation or the creation of a holding company) or liquidation of the Company, as a result of which the Stockholders of the Company receive cash, stock or other property in exchange for or in connection with their shares of Common Stock, any option granted hereunder shall terminate, but the optionee shall have the right immediately prior to any such merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation to exercise his or her option in whole or in part to the extent permitted by the option agreement,

and, if the Committee in its sole discretion shall determine, may exercise the option whether or not the vesting requirements set forth in the option agreement have been satisfied.

(c) Conversion of Options on Stock for Stock Exchange. If the Stockholders

of the Company receive capital stock of another corporation ("Exchange Stock") in exchange for their shares of Common Stock in any transaction involving a merger (other than a merger of the Company in which the holders of Common Stock immediately prior to the merger have the same proportionate ownership of Common Stock in the surviving corporation immediately after the merger), consolidation, acquisition of property or stock, separation or reorganization (other than a mere reincorporation or the creation of a holding company), all options granted hereunder shall be converted into options to purchase shares of Exchange Stock unless the Company and the corporation issuing the Exchange Stock, in their sole discretion, determine that any or all such options granted hereunder shall not be converted into options to purchase shares of Exchange Stock but instead shall terminate in accordance with the provisions of subparagraph (b) above. The amount and price of converted options shall be determined by adjusting the amount and price of the options granted hereunder in the same proportion as used for determining the number of shares of Exchange Stock the holders of the Common Stock receive in such merger, consolidation, acquisition of property or stock, separation or reorganization. The Board shall determine in its sole discretion if the converted options shall be fully vested whether or not the vesting requirements set forth in the option agreement have been satisfied.

(d) Fractional Shares. In the event of any adjustment in the number of

shares covered by any option pursuant to the provisions hereof, any fractional shares resulting from such adjustment will be disregarded and each such option will cover only the number of full shares resulting from the adjustment.

(e) Determination of Board to be Final. All adjustments under this

paragraph 6 shall be made by the Board, and its determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive.

7. Amendment and Termination of the Plan. The Board may amend or

terminate the Plan. Except as otherwise provided in the Plan with respect to equity changes, any amendment which would increase the aggregate number of shares of Common Stock as to which options may be granted under the Plan, materially increase the benefits under the Plan, or modify the class of persons eligible to receive options under the Plan shall be subject to the approval of the Stockholders of the Company. No amendment or termination may affect adversely any outstanding option without the written consent of the optionee.

8. No Rights Conferred. Nothing contained herein will be deemed to give

any individual any right to receive an option under the Plan or to be retained in the employ or service of the Company or any Subsidiary.

9. Governing Law. The Plan and each option agreement shall be governed

by the laws of the State of Delaware.

10. Term of the Plan. The Plan shall be effective as of July 15, 1992,

the date on which it was adopted by the Board, subject to the approval of the
stockholders of the Company at the next Annual Meeting of Stockholders. The
Plan will terminate on July 15, 2002, unless sooner terminated by the Board.
The rights of optionees under options outstanding at the time of the termination
of the Plan shall not be affected solely by reason of the termination and shall
continue in accordance with the terms of the option (as then in effect or
thereafter amended).

UNIVERSAL HEALTH SERVICES, INC.

STOCK OPTION AGREEMENT

OPTION AGREEMENT made as of this ____ day of _____, 199_, between Universal Health Services, Inc., a Delaware Corporation (the "Company"), and NAME, an employee of the Company or of a subsidiary of the Company (the "Optionee"), residing at ADDRESS.

W I T N E S S E T H :

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of its Class B Common Stock par value \$.01 per share (the "Stock"), as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Grant of Option. The Company hereby grants to the Optionee an option (the "Option") to purchase all or any part of an aggregate of ____ shares of Stock (such number being subject to adjustment as provided in Paragraph 9 hereof) on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price of the shares of Stock covered by the Option shall be \$_____ per share, which is not less than one hundred percent (100%) of the fair market value of a share of Stock on the date this option was granted. Payment shall be made in the manner prescribed in Paragraph 10 hereof.

3. Term of Option. The term of the Option shall be for a period of five

years from the date hereof, subject to earlier termination as provided in Paragraphs 5, 7 and 8 hereof.

Except as provided in Paragraphs 5, 7 and 8 hereof, the Option may not be exercised at any time unless the Optionee shall then be and shall have been, at all times from date of grant of the Option, an employee of the Company or of a subsidiary of the Company. The holder of the Option shall not have any of the rights of a stockholder of the Company with respect to the shares covered by the Option until one or more certificates for such shares shall have been issued to him upon the due exercise of the Option.

The Option shall be exercisable by the Optionee as follows: after the Option has been outstanding for one year (from the date of grant), the Optionee may purchase 25 percent (25%) of the total shares subject to the Option; after the Option has been outstanding for two years, the Optionee may purchase up to 50 percent (50%) of the total shares subject to the Option; after the Option has been outstanding for three years, the Optionee may purchase up to 75 percent (75%) of the total shares subject to the Option; and after the Option has been outstanding for four years, the Optionee may exercise the Option as to any or all of the shares subject thereto.

4. Nontransferability. The Option shall not be transferable otherwise than

by will or the laws of descent and distribution, and the Option may be exercised, during the lifetime of the Optionee only by him, more particularly (but without limiting the generality of the foregoing), the Option may not be assigned, transferred (except as provided above), pledged or hypothecated in any way, shall not be assignable by operation of law, and shall

not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof, and the levy of any execution, attachment, or similar process upon the Option, shall be null and void and without effect.

5. Employment. The granting of the Option is in consideration of the

Optionee's continuing employment by the Company; however, nothing in this Option shall confer upon the Optionee the right to continue in the employment of the Company or affect the right of the Company to terminate the Optionee's employment at any time in the Company's sole discretion, with or without cause.

In the event that the Optionee shall cease to be employed for any reason other than death, retirement with consent of the Company or disability (as determined by the Committee in its sole discretion), the Option shall terminate on the date his employment terminates. If the Optionee is disabled (as determined by the Committee in its sole discretion), the Option shall terminate one (1) year after the date of disability. If the Optionee retires with the consent of the Company, the Option shall terminate three (3) months after the date of retirement.

6. Investment Representation. The Optionee shall make the following

representations and warranties upon the exercise of the Option; provided that such representations and warranties shall not be required if, in the opinion of counsel to the Company, the issuance of such shares of Stock (the "Shares") is pursuant to an applicable effective registration statement under the Securities Act of 1933 (the "Act"):

- a. The Shares are being acquired by the undersigned for his personal account for investment purposes only, not for the benefit of any other person and not with a view to, or in connection with, any proposed offering, distribution, resale or disposition of the Shares, or any part thereof.
- b. He has no present intention of selling or otherwise disposing of all or any part of the Shares, that his economic circumstances are such that he can assume all risks of the investment in the Shares and that he does not now anticipate any need to sell the Shares in order to utilize the proceeds therefrom.
- c. He is a sophisticated investor having full access to all information and records pertaining to the Company, is knowledgeable with respect to and has experience in financial matters, has made such independent investigations into the Company as he deems necessary, is thoroughly familiar with the financial condition and business of the Company and is not relying on any representations or warranties of the Company or its representatives in connection with the acquisition of the Shares.
- d. Before any disposition is made of the Shares, or any part thereof, by sale, gift, pledge or otherwise, the undersigned will deliver to the Company written notice describing briefly the manner of such proposed disposition. No such disposition shall be made unless and until (i) the undersigned shall have furnished to the Company an opinion of counsel in form and substance satisfactory to the Company and its counsel to the effect that such proposed disposition does not require registration pursuant to the Act, and the Company shall have advised the undersigned in writing that such opinion of counsel is satisfactory to the Company and its counsel, or (ii) an appropriate registration statement with respect to the Shares shall have been declared effective by the Securities and Exchange Commission (the "Commission").
- e. He has been informed that the Shares are not registered under the Act and that the Shares must be held by the undersigned indefinitely unless they are subsequently registered under the Act or unless an exemption from such registration is available.
- f. He understands that, if Rule 144 under the Act ("Rule 144") is available with regard to the Shares at any time, any sales

pursuant to Rule 144 can only be made in full compliance with all of the provisions of Rule 144.

- g. He agrees that the certificate(s) representing the Shares shall bear a restrictive legend on the face or reverse side thereof, which shall read substantially as follows:

The Shares evidenced by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), and must be held indefinitely unless they are transferred or sold or offered for sale pursuant to an effective registration statement under the Act, or after receipt of an opinion of counsel satisfactory to the Company that such registration is not required.

- h. He understands that the transfer agent for the common stock of the Company has been, or will be, directed to place a stop-transfer order against the transfer of the Shares on the records of the Company, and the undersigned agrees that no removal of the stop-transfer order referred to herein, and no offer, sale or other disposition of the Shares covered hereby shall be made unless and until the undersigned shall have complied in full with the requirements of this instrument.

7. Death of Optionee. If the Optionee shall die while in the employ of

the Company or a subsidiary of the Company, his estate, personal representative, or beneficiary shall have the right, subject to the provisions of Paragraph 3 hereof, to exercise the Option (to the extent that the Optionee would have been entitled to do so at the date of his death) at any time within one (1) year from the date of his death.

8. Termination of Option. In the event of the institution of any legal

proceedings directed to the validity of the plan pursuant to which the Option is granted, or to any option granted under it, the Company may, in its sole discretion, and without incurring any liability therefor to any Optionee, terminate the Option.

9. Stock Splits, Mergers, etc. In case of any stock split, stock

dividend or similar transactions which increases or decreases the number of outstanding shares of

the Stock, appropriate adjustment shall be made by the Board of Directors, whose determination shall be final, to the number of shares which may be purchased under the plan and the number and option exercise price per share of Stock which may be purchased under any outstanding options. In the case of a merger, sale of assets or similar transaction which results in a replacement of the Company's Stock with stock of another corporation, the Company will make a reasonable effort, but shall not be required, to replace any outstanding Options with comparable options to purchase the stock of such other corporation, or will provide for immediate maturity of all outstanding options, with all options not being exercised within the time period specified by the Board of Directors being terminated.

10. Method of Exercising Option. Subject to the terms and conditions of

this Option Agreement, the Option may be exercised by written notice to the Company at its office at 367 South Gulph Road, King of Prussia, Pennsylvania 19406 (Attention: Corporate Secretary). Such notice shall state the election to exercise the Option, and the number of shares in respect of which it is being exercised. It shall be signed by the person or persons so exercising the Option and shall be accompanied by payment of the full purchase price of such shares in cash or by certified check or in shares of Common Stock in accordance with Section 5 of the 1992 Stock Option Plan, as Amended, and the Company shall issue, in the name of the person or persons exercising the Option, and deliver a certificate or certificates representing such shares as soon as practicable after the notice and payment shall be received.

In the event the Option shall be exercised by any person or persons other than the Optionee, pursuant to Paragraph 7 hereof, such notice shall be accompanied by

appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non-assessable.

11. General. The Company shall at all times during the term of the Option

reserve and keep available such number of shares of the Stock as will be sufficient to satisfy the requirements of this Agreement, shall pay all original issue taxes with respect to the issue of shares pursuant hereto and all other fees and expenses necessarily incurred by the Company in connection therewith, and will, from time to time, use its best efforts to comply with all laws and regulations which, in the opinion of counsel for the Company shall be applicable thereto.

12. Notices. Each notice relating to this Option Agreement shall be in

writing and delivered in person or by first class mail, postage prepaid, to the proper address. Each notice shall be deemed to have been given on the date it is received. Each notice to the Company shall be addressed to it at its principal office, 367 South Gulph Road, King of Prussia, Pennsylvania 19406 (Attention: Corporate Secretary). Each notice to the Optionee or other person or persons then entitled to exercise this Option shall be addressed to the Optionee or such other person or persons at the Optionee's address set forth in the heading of this Agreement. Anyone to whom a notice may be given under this Agreement may designate a new address by notice to that effect.

13. Enforceability. This Agreement shall be binding upon the Optionee,

his estate, his personal representatives and beneficiaries and shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly exercised by its officers thereunto duly authorized, and the Optionee has hereunto set his hand all as of the day and year first above written.

UNIVERSAL HEALTH SERVICES, INC.

By: _____
Steve Filton
Vice President and Controller

OPTIONEE:

Name

[LETTERHEAD OF FULBRIGHT & JAWORSKI L.L.P.]

October 4, 1996

Universal Health Services, Inc.
367 South Gulph Road
P.O. Box 61558
King of Prussia, Pennsylvania 19406-0958

Dear Sirs:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), on behalf of Universal Health Services, Inc. (the "Company"), relating to 1,000,000 shares of the Company's Class B Common Stock, \$.01 par value per share (the "Shares"), to be issued under the Company's 1992 Stock Option Plan, as Amended (the "Plan").

As counsel for the Company, we have examined such corporate records, other documents, and such questions of law as we have considered necessary or appropriate for the purposes of this opinion and, upon the basis of such examination, advise you that in our opinion, all necessary corporate proceedings by the Company have been duly taken to authorize the issuance of the Shares pursuant to the Plan and that the Shares being registered pursuant to the Registration Statement, when issued under the Plan in accordance with the terms of the Plan, will be duly authorized, validly issued, fully paid and non-assessable.

We hereby consent to the use of this opinion as a part of the Registration Statement and to the reference to our name under the heading "Interests of Named Experts and Counsel" set forth in the Registration Statement. This consent is not to be construed as an admission that we are a person whose consent is required to be filed with the Registration Statement under the provisions of the Act.

Very truly yours,

FULBRIGHT & JAWORSKI L.L.P.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report, dated February 10, 1996, on the consolidated financial statements and schedule of Universal Health Services, Inc. and Subsidiaries (the "Company") included in the Company's Annual Report on Form 10-K for the year ended December 31, 1995; to the incorporation by reference in this Registration Statement of our report, dated June 6, 1995, on the 1994 financial statements of Aiken Regional Medical Centers incorporated by reference in the Company's Prospectus, dated June 20, 1996, relating to securities registered on Form S-3, File 333-044445; and to all references to our Firm included in this Registration Statement.

/s/ ARTHUR ANDERSEN LLP

Philadelphia, Pennsylvania
October 4, 1996

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in the Registration Statement (Form S-8) for the registration of 1,000,000 shares of Class B Common Stock, \$.01 par value, pertaining to Universal Health Services, Inc. of our report dated October 24, 1994, with respect to the combined financial statements of Manatee Hospitals and Health Systems, Inc. for the years ended August 31, 1993 and 1994 incorporated by reference in the Registration Statement on Form S-3, Registration No. 333-04445.

/s/ Ernst & Young LLP

Tampa, Florida
October 4, 1996

INDEPENDENT AUDITOR'S CONSENT

Board of Directors
Universal Health Services, Inc.

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report, dated December 18, 1995, on the financial statements of Northwest Texas Healthcare System included in the Prospectus, dated June 20, 1996, filed by Universal Health Services, Inc. relating to its Registration Statement on Form S-3, Registration No. 333-04445, and to the reference to our Firm under the heading "Experts" in the Prospectus. Our report refers to an emphasis of the financial reporting entity and to a change in accounting for investment securities.

/s/ CLIFTON, GUNDERSON P.L.L.C.

Amarillo, Texas
October 4, 1996

CONSENT OF INDEPENDENT AUDITORS

Board of Directors
Universal Health Services, Inc.

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 2, 1994, on the financial statements of Northwest Texas Healthcare System included in the Prospectus, dated June 20, 1996, filed by Universal Health Services, Inc. relating to its Registration Statement on Form S-3, Registration No. 333-04445, and to the reference to our Firm under the heading "Experts" in the Prospectus. Our report refers to an emphasis of the financial reporting entity and to a change in accounting for investment securities.

/s/ KPMG Peat Marwick LLP

Dallas, Texas
October 4, 1996