



JOSH STEIN
ATTORNEY GENERAL

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE

SETH DEARMIN
CHIEF OF STAFF

November 3, 2020

North Carolina Senate President Pro Tempore Phil Berger
North Carolina House of Representatives Speaker Tim Moore
Co-Chairs, Joint Legislative Commission on Governmental Operations

Senator Danny Earl Britt, Jr.
Senator Warren Daniel
Senator Norman W. Sanderson
Representative James Boles, Jr.
Representative Ted Davis, Jr.
Representative Allen McNeill
Representative Rena W. Turner
Co-Chairs, Appropriations Subcommittee on Justice and Public Safety

North Carolina General Assembly
Raleigh, North Carolina 27601-1096

RE: G.S. §114-2.5; Report on Settlement Agreement for Universal Health Services, Inc.

Dear Members:

Section 114-2.5 of the North Carolina General Statutes requires the Attorney General to report to the Joint Committee on Governmental Operations and the Chairs of the Appropriations Subcommittees on Justice and Public Safety regarding all settlements and court orders which result in more than \$75,000.00 being paid to the State. Pursuant to that statute, I am writing regarding the settlement of claims for Medicaid reimbursement to the state and federal governments in the above-referenced matter. Pursuant to federal law (42 C.F.R. § 433.320) recoveries in these cases are shared on a pro rata basis by the state and federal governments.

A settlement has been executed between Universal Health Services and the State of North Carolina.

The settlement resolves allegations that from January 1, 2007 through December 31, 2018, Universal Health Services submitted false claims to the Medicaid program resulting from

Universal Health Services' (i) admission of beneficiaries who were not eligible for inpatient or residential treatment, (ii) failure to properly discharge beneficiaries when they no longer needed inpatient or residential treatment, (iii) improper and excessive lengths of stay, (iv) failure to provide adequate staffing, training, and/or supervision of staff, (v) billing for services not rendered, (vi) improper use of physical and chemical restraints and seclusion; and (vii) failure to provide inpatient acute or residential care in accordance with federal and state regulations, including, but not limited to, failure to develop and/or update individualized assessments and treatment plans, failure to provide adequate discharge planning, and failure to provide required individual and group therapy.

Under the terms of North Carolina's settlement, the State of North Carolina will recover \$3,133,614.30. Of that amount the federal government will receive \$1,796,180.39 for North Carolina's federal portion of Medicaid recoveries. Pursuant to G.S. § 1-610, the qui tam plaintiffs whose whistleblower actions brought this matter to the government's attention will receive \$240,445.39 of North Carolina's recovery. The North Carolina Medicaid Program will receive \$541,620.11 as restitution and interest. In addition, pursuant to Article IX, Section 7 of the North Carolina Constitution and G.S. § 115C-457.1, the penalty portion of the settlement in the amount of \$457,003.25 will be paid to the Civil Penalty Forfeiture Fund for the support of North Carolina public schools. Pursuant to G.S. § 115C-457.2 and G.S. § 1-608(c), the North Carolina Department of Justice will receive \$97,605.90 for investigative costs and costs of collection.

We will be happy to respond to any questions you may have regarding this report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Seth Dearmin', followed by a large, stylized flourish or scribble.

Seth Dearmin
Chief of Staff

cc: John Poteat, NCGA Fiscal Research Division

STATE SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (the “Agreement”) is entered into between the State of North Carolina (“the State”) and Universal Health Services, Inc. (“UHS, Inc.”) and UHS of Delaware, Inc. (“UHS of Delaware, Inc.”), acting on behalf of the entities listed on Exhibits A and B, (collectively the “Defendants” or “UHS”), hereinafter collectively referred to as “the Parties.”

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. UHS, Inc. is a for-profit holding company which directly or indirectly owns the assets or stock of inpatient and residential psychiatric and behavioral health facilities, namely those listed in Exhibits A and B to this Agreement, that provide services to individuals, including beneficiaries of various federal health care programs. UHS of Delaware, Inc. is a subsidiary of UHS, Inc. which provides management services to other subsidiaries of UHS, Inc. including inpatient and residential psychiatric and behavioral health facilities, namely those listed in Exhibits A and B to this Agreement, that provide services to individuals, including beneficiaries of various federal health care programs.

B. Pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) and analogous State false claims act, the following actions were filed:

(1) On May 22, 2012, Carmella Gardner filed a *qui tam* action in the United States District Court for the Middle District of Florida captioned *United States ex rel. Gardner v. Universal Health Services, Inc.*, No. 3:12-CV-608-3-34. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:17-cv-03332-AB.

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(2) On September 21, 2012, Ricky Naylor filed a *qui tam* action in the United States District Court for the Northern District of Illinois captioned *United States ex rel. Naylor v. Universal Health Services, Inc.*, No. 12-cv-7552. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:14-cv-06198-AB.

(3) On November 6, 2013, Ashok Jain filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States ex rel. Jain v. Universal Health Services, Inc., et al.*, No. 2:13-cv-06499-AB.

(4) On December 17, 2013, Sheralyn Chisholm filed a *qui tam* action in the United States District Court for the Northern District of Georgia captioned *United States ex rel. Chisholm v. Universal Health Services, Inc., et al.*, No. 13-CV-4172. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:17-cv-01892-AB.

(5) On February 12, 2014, Dionna D. Carter, Angela Coleman, Sami Hassan, and ABC, LLC, filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States ex rel. Doe, et al. v. Universal Health Services, Inc., et al.*, No. 2:14-cv-00921. On March 26, 2020, ABC, LLC filed a notice voluntarily dismissing all of its claims with prejudice.

(6) On April 22, 2014, June P. Brinson, Barbara A. Burke, Adrienne D. Reynolds, Demeka N. Smith, Lisa P. Torras, and Inez Mitchell-Warrick filed a *qui tam* action in the United States District Court for the Middle District of Georgia captioned *United States ex rel. Brinson, et al. v. Universal Health Services, Inc., et al.*, No. 5:14-CV-157. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:14-cv-07275-AB.

(7) On May 28, 2014, Tiffany Mitchell filed a *qui tam* action in the United States District Court for the Middle District of Georgia captioned *United States ex rel. Mitchell v.*

Turning Point Care Center, Inc., et al., No. 7:14-cv-00081-HL. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:15-cv-00259-AB.

(8) On September 2, 2015, Debra Conaway, Aloma Bryan, and Delores Henderson filed a *qui tam* action in the United States District Court for the Northern District of Georgia captioned *United States ex rel. Conaway, et al. v. Universal Health Services, Inc., et al.*, No. 1:15-CV-3094. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:17-cv-02233-AB.

(9) On December 8, 2016, Dr. Matthew Sachs and Laurie Dierstein filed a *qui tam* action in the United States District Court for the Eastern District of Virginia captioned *United States ex rel. Sachs, et al. v. Universal Health Services, Inc., et al.*, No. 2:16-cv-00705. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:17-cv- 03604-AB.

(10) On August 25, 2017, Wayne Brockman, Angelique Epps, Nicole Lloyd-Harden, Wayne Petersen, Jr., Lavar Reynolds, Wendell Ray Scott, and Constantine Johnson filed a *qui tam* action in the United States District Court for the Eastern District of Virginia captioned *United States ex rel. Brockman, et al. v. Universal Health Services, Inc., et al.*, No. 4:17-cv-103. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:17-cv-05350-AB.

(11) On June 25, 2018, Thomas Glass filed a *qui tam* action in the United States District Court for the Western District of Virginia captioned *United States ex rel. Glass v. Hughes Center, LLC., et al.*, No. 4:18-CV-00037. This action was transferred to the Eastern District of Pennsylvania and given docket number 2:18-04018-AB.

(12) On December 26, 2018, Heidi Parent-Leonard filed a *qui tam* action in the United States District Court for the Western District of Michigan captioned *United States ex rel. Parent-Leonard v. Forest View Psychiatric Hospital, et al.*, No. 1:18-cv-1426.

(13) On February 13, 2019, Kenneth Russell and Yvette Gates filed a *qui tam* action in the United States District Court for the Northern District of Georgia captioned *United States ex rel. Russell, et al. v. Universal Healthcare Services, Inc., et al.*, No. 1:19-CV-0764.

(14) On June 21, 2019, Sandra McLauchlin and Christina Varner filed an Amended Complaint in a *qui tam* action in the United States District Court for the Eastern District of Michigan captioned *United States ex rel. McLauchlin, et al. v. Havenwyck Holdings, Inc., et al.*, No. 2:19-cv-10832.

These *qui tam* actions will be referred to collectively as the “Civil Actions.”

C. UHS has entered into a separate civil settlement agreement (the “Federal Settlement Agreement”) with the “United States of America” as that term is defined in the Federal Settlement Agreement (the “United States”).

D. The State contends that UHS caused claims for payment to be submitted to the State’s Medicaid Program (42 U.S.C. Chapter 7 Subchapter XIX), including “managed care entities” as defined by 42 U.S.C. § 1396u-2.

E. The State contends that it has certain civil and administrative causes of action against Defendants for engaging in the following conduct (the “Covered Conduct”):

(1) during the period from January 1, 2007, through December 31, 2018, UHS, Inc., UHS of Delaware, Inc., and the entities listed on **Exhibit A** submitted or caused to be submitted false claims for services provided to Medicaid beneficiaries at the facilities listed on Exhibit A, resulting from UHS’s (i) admission of beneficiaries who were not eligible for inpatient or

residential treatment, (ii) failure to properly discharge beneficiaries when they no longer needed inpatient or residential treatment, (iii) improper and excessive lengths of stay, (iv) failure to provide adequate staffing, training, and/or supervision of staff, (v) billing for services not rendered, (vi) improper use of physical and chemical restraints and seclusion; and (vii) failure to provide inpatient acute or residential care in accordance with federal and state regulations, including, but not limited to, failure to develop and/or update individualized assessments and treatment plans, failure to provide adequate discharge planning, and failure to provide required individual and group therapy;

(2) during the period from January 1, 2010, through December 31, 2018, UHS, Inc., UHS of Delaware, Inc., and the entities listed on **Exhibit B**, submitted or caused to be submitted false claims for services provided to Medicaid beneficiaries at the facilities listed on Exhibit B, resulting from UHS's (i) admission of beneficiaries who were not eligible for inpatient or residential treatment, (ii) failure to properly discharge beneficiaries when they no longer needed inpatient or residential treatment, (iii) improper and excessive lengths of stay, (iv) failure to provide adequate staffing, training, and/or supervision of staff, (v) billing for services not rendered, (vi) improper use of physical and chemical restraints and seclusion; and (vii) failure to provide inpatient acute or residential care in accordance with federal and state regulations, including, but not limited to, failure to develop and/or update individual assessments and treatment plans, failure to provide adequate discharge planning, and failure to provide required individual and group therapy.

F. Each of the facilities listed on Exhibits A or B and marked with an asterisk (*) are facilities that UHS acquired from Ascend Health Corp. on October 10, 2012. Each of the facilities listed on Exhibits A or B and marked with a double asterisk (**) are facilities that UHS

acquired from Psychiatric Solutions, Inc. f/k/a Premier Behavioral Solutions, Inc., on November 15, 2010. Accordingly, some of the Covered Conduct took place before UHS acquired the facilities at issue.

G. This Agreement is neither an admission of facts or liability by UHS nor a concession by the State that its allegations are not well founded. UHS denies the State's allegations in Paragraph E.

H. The Parties mutually desire to reach a full and final settlement as set forth below.

III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. UHS agrees to pay to the United States and the Medicaid Participating States (as defined in sub-paragraph (c) and subject to the non-participating state deduction provision of sub-paragraph (d) below), collectively, the sum of One Hundred and Seventeen Million Dollars (\$117,000,000.00) plus accrued interest (the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the "effective date" of the Federal Settlement Agreement, as defined therein and subject to the terms of this Agreement. The debt shall forever be discharged by payments to the United States and the Medicaid Participating States under the following terms and conditions:

(a) UHS shall pay to the United States the sum of \$88,124,761.27 plus accrued interest pursuant to the terms of the Federal Settlement Agreement.

(b) The total portion of the amount paid by UHS for the Covered Conduct for the States (subject to the non-participating state deduction provision of sub-paragraph (d) below) is \$57,750,477.46 consisting of a portion paid to the States under this Agreement of \$28,875,238.73 and another portion paid to the United States as part of the Federal Settlement Agreement of \$28,875,238.73. UHS shall pay to the Medicaid Participating States the sum of \$28,875,238.73 plus accrued interest in the amount of \$50,432.78 (the “Medicaid State Settlement Amount”), subject to the non-participating state deduction provision of sub-paragraph (d) below (the “Medicaid Participating State Settlement Amount”), no later than seven (7) business days after the expiration of the 60-day opt-in period for Medicaid Participating States described in Sub-paragraph (c) below. The Medicaid Participating State Settlement Amount shall be paid and immediately deposited by electronic funds transfer to the New York State Attorney General’s National Global Settlement Account pursuant to written instructions from the state negotiating team (the “State Team”), which written instructions shall be delivered to counsel for UHS. The electronic funds transfer shall constitute tender and negotiation of the State Amount as defined in Paragraph III. 1. (d) below.

(c) UHS shall execute a State Settlement Agreement with any State that executes such an Agreement in the form to which UHS and the State Team have agreed, or in a form otherwise agreed to by UHS and an individual State. The State shall constitute a Medicaid Participating State provided this Agreement is fully executed by the State and delivered to UHS’s attorneys within 60 days of receiving this Agreement. UHS’s offer to resolve this matter with the State shall become null and void absent written agreement between counsel for UHS and the State Team to extend the 60-day period.

(d) The total portion of the amount paid by UHS in settlement for the Covered Conduct for the State is \$3,131,988.14, consisting of a portion paid to the State under this Agreement and another portion paid to the United States as part of the Federal Settlement Agreement. The amount allocated to the State under this Agreement is the sum of \$1,335,807.75 plus applicable interest (the “State Amount”), of which \$702,745.03 is restitution. If the State does not execute this Agreement within 60 days of receiving this Agreement, the State Amount shall be deducted from the Medicaid State Settlement Amount and shall not be paid by UHS absent written agreement between counsel for UHS and the State Team to extend the time period for executing this Agreement.

2. Contingent upon receipt of the State Amount, the State agrees to dismiss with prejudice any state law claims which the State has the authority to dismiss currently pending against UHS in State or Federal Courts for the Covered Conduct, including any supplemental state law claims asserted in the Civil Action. Contingent upon receipt of the State Amount, the State, if served with the Civil Action and otherwise liable to pay a relator’s share, agrees to pay the Relators, as soon as feasible after such receipt, such amounts as have been negotiated with the Relators in the Civil Actions, which has been set forth in a side letter issued to and executed by the Relators in the Civil Actions, the amount of \$240,445.39 plus applicable interest. This amount is to be paid through the State Team and has been addressed via side letter with the Relators in the Civil Actions.

3. Subject to the exceptions in Paragraph 4 below, in consideration of the obligations of UHS set forth in this Agreement, and conditioned upon tender and negotiation of the State Amount, the State agrees to release UHS, Inc., UHS of Delaware, Inc., and the entities listed on Exhibits A and B, together with their current and former parent corporations, partnerships, joint

ventures, limited liability company owners and other parent entities; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them,(collectively, the “UHS Released Entities”), from any civil or administrative monetary cause of action that the State has for any claims submitted or caused to be submitted to the State’s Medicaid Program as a result of the Covered Conduct.

4. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims of the State are specifically reserved and are not released:

- (a) any criminal, civil, or administrative liability arising under state revenue codes;
- (b) any criminal liability;
- (c) any civil or administrative liability that any person or entity, including the UHS Released Entities, has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 3 above, including, but not limited to, any and all of the following claims: (i) State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;
- (d) any liability to the State for any conduct other than the Covered Conduct;
- (e) any liability based upon obligations created by this Agreement;
- (f) except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusions from the State’s Medicaid Program;
- (g) any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;

(h) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

(i) any liability for failure to deliver goods or services due; or

(j) any liability of individuals.

5. In consideration of the obligations of UHS set forth in this Agreement, and the Corporate Integrity Agreement (the “CIA”) that UHS has entered into with the Office of the Inspector General of the United States Department of Health and Human Services in connection with this matter, and conditioned on receipt by the State of the State Amount, the State agrees to release and refrain from instituting, recommending, directing, or maintaining any administrative action seeking exclusion from the State’s Medicaid Program against UHS and the facilities listed in Exhibit A and B for the Covered Conduct, except as reserved in Paragraph 4 above. Nothing in this Agreement precludes the State from taking action against UHS in the event that UHS is excluded by the federal government, or for conduct and practices other than the Covered Conduct.

6. UHS waives and shall not assert any defenses it may have to criminal prosecution or administrative action for the Covered Conduct, which defenses may be based in whole or in part on a contention, under the Double Jeopardy Clause of the Fifth Amendment of the U.S. Constitution or the Excessive Fines Clause of the Eighth Amendment of the U.S. Constitution, that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

7. In consideration of the obligations of the State set forth in this Agreement, the UHS Released Entities waive and discharge the State and any of its agencies, departments, and personnel including, but not limited to, officials, employees, and agents, whether current or former in their official and individual capacities from any causes of action (including attorneys’

fees, costs, and expenses of every kind and however denominated) which the UHS Released Entities have against the State and any of its agencies, departments, and personnel as previously referenced arising from the State's investigation and prosecution of the Covered Conduct.

8. The amount that UHS must pay to the State pursuant to Paragraph III.1. above will not be decreased as a result of the denial of any claims for payment now being withheld from payment by the State's Medicaid Program, or any other state program payor, for the Covered Conduct; and UHS agrees not to resubmit to the State's Medicaid Program or any other state program payor, any previously denied claims, which denials were based on the Covered Conduct, and agrees to withdraw the appeal of, or not to appeal or cause the appeal of, any such denials of claims.

9. UHS shall not seek payment for any claims for reimbursement to the State's Medicaid Program covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

10. UHS expressly warrants that it has reviewed its financial condition and that it is currently solvent, meaning that a fair valuation of its property (exclusive of exempt property) exceeds the sum of its debts.

11. The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

12. In the event the State conducts an investigation of individuals and entities not released in this Agreement, UHS agrees to cooperate fully and truthfully with any State investigation of individuals or entities not released in this Agreement as to the Covered Conduct. Upon reasonable notice of such an investigation, UHS shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make

available and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals and of UHS. Upon request, UHS agrees to furnish to the State complete and unredacted copies of all non-privileged documents including, but not limited to, reports, memoranda of interviews, and records in its possession, custody or control, concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf, as well as complete and unredacted copies of any other non-privileged documents in its possession, custody, or control relating to the Covered Conduct.

13. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

14. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and the Parties do not release any liability as to any other person or entity. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all parties to this Agreement and shall not, therefore, be construed against any Party for that reason.

15. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.

16. In addition to all other payments and responsibilities under this Agreement, UHS agrees to pay the State Team's reasonable expenses and fees, including travel costs, consultant expenses, and administrative fees, as set forth in a side letter agreement issued to and executed by UHS. UHS will pay this amount by separate check made payable to the National Association

of Medicaid Fraud Control Units, after the Medicaid Participating States execute their respective Agreements, or as otherwise agreed by the Parties.

17. This Agreement is governed by the laws of the State, except disputes arising under the CIA shall be resolved exclusively under the dispute resolution provisions of the CIA, and venue for addressing and resolving any and all disputes relating to this Agreement shall be the state courts of appropriate jurisdiction of the State.

18. The undersigned UHS signatories represent and warrant that they are authorized as a result of appropriate corporate action to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

19. The Effective Date of this Agreement shall be the date of signature of the last signatory to this Agreement. Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.

20. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.

21. This Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties.

22. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

23. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by the Parties to this Agreement and shall not, therefore, be construed against any of the Parties for that reason.

STATE OF NORTH CAROLINA

By:  Dated: 6/8/2020

Dave Richard
Name

Deputy Secretary, NC Medicaid
Title

State of North Carolina, Department of Health and Human Services
Division of Health Benefits
Organization

By:  Dated: 6/8/2020

F. Edward Kirby, Jr.
Name

Director
Title

NCDOJ/MID
Organization

UHS

DATED: 7-7-20


BY:



MATTHEW KLEIN
General Counsel for UHS

DATED: 7/7/20

BY:



JONATHAN M. PHILLIPS
Gibson Dunn
Counsel for UHS

**UHSSETTLEMENT AGREEMENT
EXHIBIT A**

Facility Name	Facility Address
Anchor Hospital (Southern Cresecent Behavioral Health System) (Southern Crescent Behavioral Health - Anchor Hospital Campus)	5454 Yorktowne Drive, Atlanta, GA
Arbour Hospital	49 Robinwood Avenue, Jamaica Plain, MA
Behavioral Hospital of Bellaire*	5314 Dashwood Drive, Houston, TX
Cedar Hills Hospital (University Behavioral Health of Oregon, LLC)*	10300 SW Eastridge Street, Beaverton, OR
Central Florida Behavioral Hospital	6601 Central Florida Parkway, Orlando, FL
Crescent Pines Hospital (Southern Crescent Behavioral Health System) (Southern Crescent Behavioral Health - Crescent Pines Campus)	1000 Eagles Landing Parkway, Stockbridge, GA
Cypress Creek Hospital**	17750 Cali Dr, Houston, TX
El Paso Behavioral Health System*	1900 Denver Avenue, El Paso, TX
Forest View Hospital	1055 Medical Park Drive SE, Grand Rapids, MI
Fuller Memorial Hospital (Arbour-Fuller Hospital)	200 May Street, S.Attleboro, MA
Harbor Point Behavioral Health Center, Inc. (f/k/a The Pines Residential Treatment Center/Brighton/Crawford)**	825 Crawford Parkway, Portsmouth, VA; 301 Fort Lane, Portsmouth, VA; 860 Kempsville Road, Portsmouth, VA
Hartgrove Hosptial (UHS of Hartgrove, Inc.)	5730 W Roosevelt Road, Chicago, IL
Havenwyck Hospital**	1525 University Drive, Auburn Hills, MI
HRI Hospital	227 Babcock Street, Brookline, MA
Kempsville Center for Behvaioral Health**	860 Kempsville Road, Norfolk, VA
Keys of Carolina (Keystone Charlotte LLC)	1715 Sharon Road, Charlotte, NC
Kingwood Pines Hospital**	2001 Ladbroke Drive, Kingwood, TX
Mayhill Hospital*	2809 S. Mayhill Road, Denton, TX
Meadows Psychiatric Center	132 The Meadows Drive, Centre Hall, PA
NDA Behavioral Health System**	19650 US-441, Mount Dora, FL
Newport News Behavioral Health Center	17579 Warwick Boulevard, Newport News, VA
Old Vineyard Behavioral Health	3637 Old Vineyard Rd., Winston-Salem, NC
Peachford Behavioral Health System of Atlanta	2151 Peachford Road, Atlanta, GA
River Point Behavioral Health (TBJ Behavioral Center LLC)**	6300 Beach Boulevard, Jacksonville, FL
Rock River Academy and Residential Center**	3445 Elmwood Road, Rockford, IL
Roxbury Treatment Center	601 Roxbury Road, Shippensburg, PA
Saint Simons By the Sea (HHC St. Simons, Inc.)**	2927 Demere Road, St. Simons, GA
Salt Lake Behavioral Health*	3802 South 700 East, Salt Lake City, UT
Schick Shadel Hospital*	12101 Ambaum Boulevard S.W., Seattle, WA
Streamwood Behavioral Health System (BHC Streamwood Hospital, Inc.)**	1400 E Irving Park Road, Streamwood, IL
The Hughes Center**	1601 Franklin Turnpike, Danville, VA
The Recovery Center*	2501 Taylor Street, Wichita Falls, TX
Turning Point Care Center (Turning Point Care Center, LLC)	3015 Veteran's Parkway S, Moultrie, GA
University Behavioral Center (Orlando, Florida)	2500 Discovery Drive, Orlando, FL
University Behavioral Health of Denton*	2026 W. University Drive, Denton, TX
Valley Hospital*	3550 East Pinchot Avenue, Phoenix, AZ
Wekiva Springs Center**	3947 Salisbury Road, Jacksonville, FL
West Oaks Hospital**	6500 Hornwood Drive, Houston, TX
Westwood Lodge Hospital	45 Clapboardtree Street, Westwood, MA

The facilities marked with an asterisk (*) are facilities that UHS acquired from Ascend Health Corp. on October 10, 2012.

The facilities marked with a double asterisk (**) are facilities that UHS acquired from Psychiatric Solutions, Inc. f/k/a Premiere Behavioral Solutions, Inc., on November 15, 2010.

UHSSETTLEMENT AGREEMENT
EXHIBIT B

Facility Name	Facility Address
Alabama Clinical Schools	1221 Alton Drive, Birmingham, AL
Alliance Health Center**	5000 Highway 39, North Meridian, MS
Arrowhead Behavioral Health**	1725 Timber Line Road, Maumee, OH
Atlantic Shores Hospital	4545 N Federal Highway, Fort Lauderdale, FL
Auburn Regional Medical Center Psychiatric Unit	202 N Division Street, Auburn, WA 98001
Aurora Pavilion Behavioral Health Services at Aiken Regional Medical Centers	655 Medical Park Drive, Aiken, SC
Austin Lakes Hospital**	1025 E 32Nd Street, Austin, TX
Austin Oaks Hospital**	1407 W Stassney Lane, Austin, TX
Belmont Pines Hospital**	615 Churchill Hubbard Road, Youngstown, OH
Benchmark Behavioral Health Systems**	592 West 1350 South, Woods Cross, UT
BHC Alhambra Hospital**	4619 Rosemead Blvd, Rosemead, CA
Black Bear Lodge	310 Black Bear Ridge, Nachoochee, GA
Bloomington Meadows Hospital	3600 N Prow Road, Bloomington, IN
Brentwood Behavioral Healthcare**	3531 Lakeland Drive, Flowood, MS
Brentwood Hospital**	1006 Highland Avenue, Shreveport, LA
Bristol Youth Academy	12422 NW Revell Road, Bristol, FL
Brooke Glen Behavioral Hospital**	7170 Lafayette Avenue, Fort Washington, PA
Brynn Marr Hospital**	192 Village Drive, Jacksonville, NC
Canyon Ridge Hospital**	5353 G Street, Chino, CA
Cedar Creek Hospital	101 W. Townsend Road, St. Johns, MI
Cedar Grove Residential Treatment Center	1640 Lascassas Highway, Murfreesboro, TN
Cedar Ridge Behavioral Hospital	6501 NE 50th Street, Oklahoma City, OK
Cedar Ridge Behavioral Hospital at Bethany	7600 NW 23rd Street Bethany, OK
Cedar Ridge Residential Treatment Center	6501 NE 50th Street, Oklahoma City, OK
Cedar Springs Hospital**	2135 Southgate Road, Colorado Springs, CO
Centennial Peaks Hospital	2255 S. 88th Street, Louisville, CO
Center for Change	1790 North State Street, Orem, UT
Chicago Children's Center for Behavioral Health**	1431 N. Claremont Avenue, Chicago, IL
Chris Kyle Patriots Hospital	1650 Bragaw Street, Anchorage, AK
Clarion Psychiatric Center	2 Hospital Drive, Clarion, PA
Coastal Behavioral Health	633 Stephenson Avenue, Savannah, GA
Coastal Harbor Treatment Center	1150 Cornell Street, Savannah, GA
Columbus Behavioral Center for Children and Adolescents**	2223 Poshard Drive, Columbus, IN
Community Behavioral Health	135 N Pauline Street, Memphis, TN; 2911 Brunswick Road, Memphis, TN
Compass Intervention Center	7900 Lowrance Road, Memphis, TN; 7908 Lowrance Road, Memphis, TN
Copper Hills Youth Center**	5899 West Rivendell Drive, West Jordan, UT
Coral Shores Behavioral Health	5595 SE Community Drive, Stuart, FL
Cottonwood Treatment Center	1144 West 3300 South, Salt Lake City, UT
Cumberland Hall Hospital**	270 Walton Way, Hopkinsville, KY
Cumberland Hospital**	9407 Cumberland Road, New Kent, VA
DeBarr Residential Treatment Center	1500 DeBarr Circle, Anchorage, AK
Del Amo Behavioral Health System	23700 Camino Del Sol, Torrance, CA
Diamond Grove Center**	2311 Highway 15 South, Louisville, MS
Dover Behavioral Health System	725 Horsepond Road, Dover, DE
Emerald Coast Behavioral Hospital**	1940 Harrison Avenue, Panama City, FL

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Facility Name	Facility Address
Fairfax Behavioral Health – Everett**	916 Pacific Avenue, Everett, WA
Fairfax Behavioral Health – Monroe**	14701 179th Avenue SE, Monroe, WA
Fairfax Behavioral Health**	10200 NE 132nd Street, Kirkland, WA 98034
Fairmount Behavioral Health System	561 Fairthorne Avenue, Philadelphia, PA
Fort Lauderdale Behavioral Health Center**	1601 E Las Olas Boulevard Fort Lauderdale, FL
Foundations Behavioral Health	833 E Butler Avenue, Doylestown, PA
Foundations for Living	1451 Lucas Road, Mansfield, OH
Fox Run Center**	67670 Traco Drive, St. Clairsville, OH
Fremont Hospital**	39001 Sundale Drive, Fremont, CA
Friends Hospital**	4641 Roosevelt Boulevard, Philadelphia, PA
Garfield Park Behavioral Hospital	520 N Ridgeway, Chicago, IL
Garland Behavioral Hospital	2300 Marie Curie Boulevard, Garland, TX
Glen Oaks Hospital	301 E Division Street, Greenville, TX; 2405 Stonewall Street, Greenville, TX
Gulf Coast Treatment Center**	1015 Mar Walt Drive, Fort Walton Beach, FL
Gulf Coast Youth Academy	1015 Mar Walt Drive, Fort Walton Beach, FL
Gulf Coast Youth Services**	1015 Mar Walt Drive, Fort Walton Beach, FL
Gulfport Behavioral Health System	11150 U.S. Highway 49 North, North Gulfport, MS
Hampton Behavioral Health Center	650 Rancocas Road, Westampton, NJ
Heartland Behavioral Health Services**	1500 W Ashland Street, Nevada, MO
Heritage Oaks Hospital**	4250 Auburn Boulevard Sacramento, CA
Hermitage Hall	1220 8th Avenue South, Nashville, TN
Hickory Trail Hospital**	2000 N Old Hickory Trail, Desoto, TX
Highlands Behavioral Health System	8565 Poplar Way, Littleton, CO
Hill Crest Behavioral Health Services**	6869 5th Avenue S, Birmingham, AL
Holly Hill Hospital**	3019 Falstaff Road, Raleigh, NC
Hospital Panamericano Cidra**	Km 1.5, PR-787, Cidra 00739, Puerto Rico
Hospital San Juan Capestrano	RR-2 Box 11, San Juan, Puerto Rico
Inland Northwest Behavioral Health	104 W. 5th Avenue, Spokane, WA
Intermountain Hospital**	303 North Allumbaugh Street, Boise, ID
Jefferson Trail Treatment Center for Children	2101 Arlington Boulevard, Charlottesville, VA
John Costigan Center	1360 E Irving Park Road, Streamwood, IL
Keystone Center	2001 Providence Road, Chester, PA
King George School	2684 King George Road, Sutton VT
La Amistad Behavioral Health Services	1600 Dodd Road, Winter Park, FL
Lake Bridge Behavioral Health	3500 Riverside Drive, Macon, GA 31210
Lakeside Behavioral Health System	1037 Cresthaven Road, Memphis, TN; 2911 Brunswick Road, Memphis, TN
Lancaster Behavioral Health Hospital	333 Harrisburg Avenue, Lancaster, PA 17603
Laurel Heights Hospital	934 Briarcliff Road NE, Atlanta, GA
Laurel Oaks Behavioral Health Center**	700 E Cottonwood, Dothan, AL
Laurel Ridge Treatment Center**	17720 Corporate Woods Drive, San Antonio, TX
Liberty Point Behavioral Healthcare**	1110 Montgomery Avenue, Staunton, VA
Lighthouse Behavioral Health Hospital**	152 Maccamaw Medical Park Drive, Conway, SC
Lighthouse Care Center of Augusta**	3100 Perimeter Parkway, Augusta, GA
Lincoln Prairie Behavioral Health Center**	5230 S 6th Street Road, Springfield, IL
Lincoln Trail Behavioral Health System	3909 South Wilson Road, Radcliff, KY

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Facility Name	Facility Address
Manatee Palms Group Homes	1324 37th Avenue E, Bradenton, FL
Manatee Palms Youth Services	4480 51st Street West, Bradenton, FL
Marion Youth Center	225 State Street, Marion, VA
McDowell Center for Children	711 US-51 BYP, Dyersburg, TN
Meridell Achievement Center	12550 W State Highway 29, Liberty Hill, TX
Mesilla Valley Hospital**	3751 Del Rey Boulevard, Las Cruces, NM
Michiana Behavioral Health**	1800 North Oak Drive, Plymouth, IN
Midwest Center for Youth and Families	1012 West Indiana Street, Kouts, IN
Millwood Hospital**	1011 North Cooper Street, Arlington, TX
Mountain Youth Academy	332 Hospital Road, Mountain City, TN
Natchez Trace Youth Academy	415 Seven Hawks Lane, Waverly, TN
North Spring Behavioral Health**	42009 Victory Lane, Leesburg, VA
North Star Hospital	2530 Debarr Road, Anchorage, AK
Oak Plains Academy	1751 Oak Plains Road, Ashland City, TN
Okaloosa Youth Academy**	4455 Straight Line Road, Crestview, FL
Palm Point Behavioral Health	2355 Truman Scarborough Way, Titusville, FL
Palm Shores Behavioral Health Center**	1324 37Th Ave E, Bradenton, FL
Palmer Residential Treatment Center	3647 N. Clark Wolverine Road, Palmer, AK
Palmetto Lowcountry Behavioral Health**	2777 Speissegger Drive, Charleston, SC
Palmetto Pee Dee Behavioral Health**	601 Gregg Avenue, Florence, SC
Palmetto Summerville Behavioral Health**	225 Midland Parkway, Summerville, SC
Palo Verde Behavioral Health	2695 N Craycroft Road, Tucson, AZ
Panamericano Ponce**	2213 Ponce By Pass, Ponce, Puerto Rico
Panamericano San Juan**	523-1501 Ave., Ponce de Leon 735, San Juan, Puerto Rico
Parkwood Behavioral Health System	8135 Goodman Road, Olive Branch, MS
Pavilion Behavioral Health System	809 W Church Street, Champaign, IL
Peak Behavioral Health Services	5055 McNutt Road, Santa Teresa, NM
Pembroke Hospital	199 Oak Street, Pembroke, MA
Pennsylvania Clinical Schools	1822 Strasburg Road, Coatsville, PA
Pinnacle Pointe Behavioral Healthcare System**	11501 Financial Centre Parkway, Little Rock, AR
Poplar Springs Hospital**	350 Poplar Drive, Petersburg, VA
Prairie St John's**	510 4th Street S, Fargo, ND
PRIDE Institute**	14400 Martin Drive, Eden Prairie, MN
Provo Canyon Behavioral Hospital	1350 East 750 North, Orem, UT
Provo Canyon School	1350 East 750 North, Orem, UT; 4501 North University Avenue, Provo, UT
Provo Canyon Schoool - Springville Campus	736 North 1650 West Springville, Springville, UT
Psychiatric Institute of Washington	4228 Wisconsin Avenue NW, Washington, D.C.
Quail Run Behavioral Health	2545 W Quail Avenue, Phoenix, AZ
Red Rock Hospital	5975 W Twain Avenue, Las Vegas, NV
Rivendell Behavioral Health Hospital	1035 Porter Pike, Bowling Green, KY
Rivendell Behavioral Health Services of Arkansas	100 Rivendell Drive, Benton, AR
River Crest Hospital	1636 Hunters Glen Road, San Angelo, TX
River Oaks Hospital	1525 River Oaks Road West, Harahan, LA
River Park Hospital**	1230 Sixth Avenue, Huntington, WV
Riveredge Hospital**	8311 Roosevelt Road, Forest Park, IL

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Facility Name	Facility Address
Rockford Center	100 Rockford Drive, Newark, DE
Rolling Hills Hospital**	2014 Quail Hollow Circle, Franklin, TN
San Marcos Treatment Center**	120 Bert Brown Road, San Marcos, TX
SandyPines Residential Treatment Center**	11301 SE Tequesta Terrace, Tequesta, FL
Shadow Mountain Behavioral Health System**	100 Sawmill Road, Kansas, OK; 1027 E 66th Place, Tulsa, OK; 6262 S Sheridan, Tulsa, OK
Sierra Vista Hospital**	8001 Bruceville Road, Sacramento, CA
South Texas Behavioral Health Center	2102 West Trenton, Edinburgh, TX
Spring Mountain Sahara	5460 W Sahara Avenue, Las Vegas, NV
Spring Mountain Treatment Center	7000 W Spring Mountain Road, Las Vegas, NV
Springwoods Behavioral Health	1955 W Truckers Drive, Fayetteville, AR
Stonington Institute	75 Swantown Hill Road North, Stonington, CT
Summit Oaks Hospital**	19 Prospect Street, Summit, NJ
SummitRidge Hospital	250 Scenic Highway, Lawrenceville, GA
Suncoast Behavioral Health Center**	4480 51st Street West, Bradenton, FL
Texas NeuroRehab Center**	1106 West Dittmar Road, Austin, TX
Texas Star Recovery**	1107 West Dittmar Road, Austin, TX
The Bridgeway	21 Bridgeway Road, North, Little Rock, AR
The Brook Hospital – Dupont**	1405 Browns Lane, Louisville, KY
The Brook Hospital – KMI**	8521 LaGrange Road, Louisville, KY
The Carolina Center for Behavioral Health	2700 E Phillips Road, Greer, SC
The Horsham Clinic	722 E. Butler Pike, Ambler , PA
The Pavilion at Northwest Texas Healthcare System	1501 S Coulter Street, Amarillo, TX
The Ridge Behavioral Health System	3050 Rio Dosa Drive, Lexington, KY
The Vines Hospital**	3130 SW 27th Avenue, Ocala, FL
Three Rivers Behavioral Health**	2900 Sunset Boulevard, West Columbia, SC
Three Rivers Midlands**	200 Ermine Road, West Columbia, SC
Timberlawn Mental Health System	4600 Samuel Boulevard Dallas, TX
TMC Behavioral Health Center	2601 Cornerstone Drive, Sherman, TX
Two Rivers Psychiatric Hospital	5121 Raytown Road, Kansas City, MO
Upper East Tennessee Regional Juvenile Detention Center	301 Wesley Street, Johnson City, TN
Valle Vista Health System**	898 East Main Street, Greenwood, IN
Virgin Islands Behavioral Health**	183 Anna's Hope, Christiansted, Virgin Islands
Virginia Beach Psychiatric Center**	1100 First Colonial Road, Virginia Beach, VA
Wellstone Regional Hospital**	2700 Vissing Park Road, Jeffersonville, IN
West Hills Behavioral Health Hospital**	1240 E 9th Street, Reno, NV
Willow Springs Center**	690 Edison Way, Reno, NV
Windmoor Healthcare of Clearwater**	11300 US 19 North, Clearwater, Florida
Windsor Laurelwood Center for Behavioral Medicine**	35900 Euclid Avenue, Willoughby, OH
Wyoming Behavioral Institute	2521 East 15th Street, Casper, WY

The facilities marked with an asterisk (*) are facilities that UHS acquired from Ascend Health Corp. on October 10, 2012.

The facilities marked with a double asterisk (**) are facilities that UHS acquired from Psychiatric Solutions, Inc. f/k/a Premiere Behavioral Solutions, Inc., on November 15, 2010.