

**SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM S-8

**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

MAXIMUS, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation or organization)

54-100588
(I.R.S. Employer
Identification Number)

11419 Sunset Hills Road, Reston, Virginia 20190
(Address of Principal Executive Offices) (Zip Code)

MAXIMUS, INC. 1997 EMPLOYEE STOCK PURCHASE PLAN
(Full title of the plan)

David R. Francis, Esq.
General Counsel and Secretary
MAXIMUS, Inc.
11419 Sunset Hills Road
Reston, Virginia 20190
(Name and address of agent for service)

(703) 251-8500
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, no par value	500,000	\$31.73	\$15,865,000	\$1,868


(1) The amount of Common Stock registered hereunder shall be deemed to include any additional shares issuable as a result of any stock split, stock dividend or other change in the capitalization of the Registrant.

(2) Pursuant to Rule 457(h), the registration fee is based on the average of the high (\$32.00) and low (\$31.46) prices reported on the New York Stock Exchange on February 8, 2005.

EXPLANATORY NOTE

MAXIMUS, Inc. (the “Registrant”) filed with the Securities and Exchange Commission (the “Commission”) a Registration Statement on Form S-8, Registration No. 333-41867, on December 10, 1997 (the “Original Registration Statement”), registering 500,000 shares of its common stock, no par value (“Common Stock”), pursuant to the MAXIMUS, Inc. 1997 Employee Stock Purchase Plan (the “Plan”). The Registrant’s Board of Directors adopted, and on March 18, 2004 the Registrant’s shareholders approved, an amendment to the Plan (the “Amendment”) that reflected an increase in the number of shares of Common Stock currently reserved for issuance under the Plan from 500,000 to 1,000,000 (an increase of 500,000). This Registration Statement on Form S-8 is being filed with respect to the registration of the additional 500,000 shares of Common Stock authorized by the Amendment.

In accordance with Instruction E to Form S-8 under the Securities Act of 1933, as amended (the “Securities Act”), Items 4, 6, 7 and 9 of Part II of the Original Registration Statement are hereby incorporated by reference into this Registration Statement. This Registration Statement on Form S-8 is being filed pursuant to Rule 462(b) under the Securities Act.



PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents previously filed by the Registrant with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Exchange Act") are incorporated herein by reference and made a part hereof:

- (1) the Registrant's Annual Report on Form 10-K (the "Form 10-K") for the fiscal year ended September 30, 2004, File No. 1-12997;
- (2) the portions of the Registrant's definitive Proxy Statement for the Annual Meeting of Shareholders to be held on March 22, 2005 that have been incorporated by reference into the Form 10-K;
- (3) the Registrant's Quarterly Report on Form 10-Q for the quarter ended December 31, 2004, File No. 1-12997; and
- (4) the description of the Registrant's Common Stock contained in the Registrant's registration statement on Form 8-A, filed May 15, 1997.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein 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 other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 5. Interests of Named Experts and Counsel

Williams Mullen, counsel to the Registrant, has rendered its opinion that the Common Stock, when issued pursuant to the terms and conditions of the Plan, will be validly issued, fully paid and non-assessable.

Item 8. Exhibits

The following exhibits are filed on behalf of the Registrant as part of this Registration Statement:

- 4.1 Amended and Restated Articles of Incorporation of the Registrant, incorporated by reference to Exhibit 3.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2000, filed August 14, 2000, File No. 1-12997.
- 4.2 Amended and Restated By-laws of the Registrant, incorporated by reference to Exhibit 3.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, filed August 14, 1997, File No. 1-12997.
- 4.3 MAXIMUS, Inc. 1997 Employee Stock Purchase Plan, amended and restated as of December 10, 2003.*
- 5.1 Opinion of Williams Mullen.*
- 23.1 Consent of Williams Mullen (included in Exhibit 5.1).
- 23.2 Consent of Ernst & Young LLP.*
- 24 Powers of Attorney (included on Signature Page).*

*Filed herewith

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 Fairfax County, Commonwealth of Virginia, on this 10th day of February, 2005.

MAXIMUS, INC.

By: /s/ Lynn P. Davenport
Lynn P. Davenport
Chief Executive Officer

POWER OF ATTORNEY

Each of the undersigned hereby appoints David R. Francis and Richard A. Montoni, each of whom may act individually, as attorneys-in-fact and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments (including post-effective amendments) to this Registration Statement, with any schedules or exhibits thereto, and any and all supplements or other documents to be filed with the Securities and Exchange Commission pertaining to the registration of securities covered hereby, with full power and authority to do and perform any and all acts and things as may be necessary or desirable in furtherance of such registration.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Lynn P. Davenport</u> Lynn P. Davenport	Chief Executive Officer and Director (Principal Executive Officer)	February 10, 2005
<u>/s/ Richard A. Montoni</u> Richard A. Montoni	Chief Financial Officer (Principal Financial and Accounting Officer)	February 10, 2005
<u>/s/ Peter B. Pond</u> Peter B. Pond	Chairman of the Board of Directors	February 10, 2005
_____ Russell A. Beliveau	Director	February __, 2005
_____ John J. Haley	Director	February __, 2005
<u>/s/ Paul R. Lederer</u> Paul R. Lederer	Director	February 10, 2005
<u>/s/ Raymond B. Ruddy</u> Raymond B. Ruddy	Director	February 10, 2005
<u>/s/ Marilyn R. Seymann</u> Marilyn R. Seymann	Director	February 10, 2005
<u>/s/ James R. Thompson, Jr.</u> James R. Thompson, Jr.	Director	February 10, 2005
<u>/s/ Wellington E. Webb</u> Wellington E. Webb	Director	February 10, 2005

EXHIBIT INDEX

TO
FORM S-8 REGISTRATION STATEMENT

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
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24	Powers of Attorney (included on Signature Page).*

*Filed herewith

MAXIMUS, INC.**1997 Employee Stock Purchase Plan**

Adopted by the Board of Directors on January 31, 1997

Approved by the Shareholders on February 3, 1997

Amended by the Board of Directors on

June 23, 1998, December 14, 1998, March 4, 2002 and December 10, 2003

Approved by the Shareholder on March 18, 2004

1. Purpose.

The purpose of this 1997 Employee Stock Purchase Plan (the “Plan”) is to provide employees of MAXIMUS, Inc. (the “Company”), and its subsidiaries, who wish to become shareholders of the Company an opportunity to purchase Common Stock of the Company (the “Shares”). The Plan is intended to qualify as an “employee stock purchase plan” within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended (the “Code”).

2. Eligible Employees.

Subject to the provisions of Sections 7, 8 and 9 below, any individual who is an eligible employee (as defined below) of the Company, or any of its subsidiaries (as defined in Section 424(f) of the Code), the employees of which are designated by the Board of Directors as eligible to participate in the Plan, is eligible to participate in any Offering of Shares (as defined in Section 3 below), made by the Company hereunder. Eligible employees shall include each employee of the Company or participating subsidiary who:

- (a) has completed at least six months of employment, and
- (b) is a “full-time employee.”

For purposes of this Plan, a “full-time employee” is any employee whose customary employment is 20 hours or more per week and five months per year in the calendar year during which said Offering Date (as defined in Section 3) occurs or in the calendar year immediately preceding such year.

3. Offering Dates.

From time to time, the Company, by action of the Board of Directors, will grant rights to purchase Shares to employees eligible to participate in the Plan pursuant to one or more offerings (each of which is an “Offering”) on a date or series of dates (each of which is an “Offering Date”) designated for this purpose by the Board of Directors.

4. Prices.

The price per share for each grant of rights hereunder shall be the lesser of:



- (a) eighty-five percent (85%) of the fair market value of a Share on the Offering Date on which such right was granted; or
- (b) eighty-five percent (85%) of the fair market value of a Share on the date such right is exercised.

At its discretion, the Board of Directors may determine a higher price for a grant of rights.

5. Exercise of Rights and Method of Payment.

- (a) Rights granted under the Plan will be exercisable periodically on specified dates as determined by the Board of Directors.

(b) The method of payment for Shares purchased upon exercise of rights granted hereunder shall be through regular payroll deductions, as determined by the Board of Directors. All payments for Shares purchased upon exercise of rights hereunder shall be from an eligible employee's basic or regular compensation, and shall not be permitted from lump sum payments, bonuses, overtime, vacation payouts, severance pay. No interest shall be paid upon payroll deductions unless specifically provided for by the Board of Directors.

(c) Any payments received by the Company from a participating employee and not utilized for the purchase of Shares upon exercise of a right granted hereunder shall be promptly returned to such employee by the Company after termination of the right to which the payment relates or, if the participating employee, elects to participate in the next Offering of Shares, applied toward the purchase of shares in the next Offering.

6. Term of Rights.

The total period from an Offering Date to the last date on which rights granted on that Offering Date are exercisable (the "Offering Period") shall in no event be longer than twenty-seven (27) months. The Board of Directors when it authorizes an Offering may designate one or more exercise periods during the Offering Period. Rights granted on an Offering Date shall be exercisable in full on the Offering Date or in such proportion on the last day of each exercise period as the Board of Directors determines.

7. Shares Subject to the Plan.

No more than 1,000,000 Shares may be sold pursuant to rights granted under the Plan. Appropriate adjustments in the above figure, in the number of Shares covered by outstanding rights granted hereunder, in the exercise price of the rights and in the maximum number of Shares which an employee may purchase (pursuant to Section 9 below) shall be made to give effect to any mergers, consolidations, reorganizations, recapitalizations, stock splits, stock dividends or other relevant changes in the capitalization of the Company occurring after the effective date of the Plan, provided that no fractional Shares shall be subject to a right and each right shall be adjusted downward to the nearest full Share. Any agreement of merger or

consolidation will include provisions for protection of the then existing rights of participating employees under the Plan. Either authorized and unissued Shares or issued Shares heretofore or hereafter reacquired by the Company may be made subject to rights under the Plan. If for any reason any right under the Plan terminates in whole or in part, Shares subject to such terminated right may again be subjected to a right under the Plan.

8. *Limitations on Grants.*

(a) No employee shall be granted a right hereunder if such employee, immediately after the right is granted, would own stock or rights to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company, or of any subsidiary, computed in accordance with Section 423(b)(3) of the Code.

(b) No employee shall be granted a right which permits his right to purchase shares under all employee stock purchase plans of the Company and its subsidiaries to accrue at a rate which exceeds fifteen thousand dollars (\$15,000) for each calendar year (or six hundred twenty-five (\$625) per bimonthly pay period) in which such right is outstanding, and in no event shall such right exceed the maximum amount prescribed from time to time by the Code.

(c) No right granted to any participating employee under an Offering, when aggregated with rights granted under any other Offering still exercisable by the participating employee, shall cover more shares than may be purchased at an exercise price equal to fifteen percent (15%) of the employee's annual rate of compensation on the date the employee elects to participate in the Offering or such lesser percentage as the Board of Directors may determine.

9. *Limit on Participation.*

Participation in an Offering shall be limited to eligible employees who elect to participate in such Offering in the manner, and within the time limitations, established by the Board of Directors when it authorizes the Offering.

10. *Cancellation of Election to Participate.*

An employee who has elected to participate in an Offering may cancel such election as to all (but not part) of the unexercised rights granted under such Offering by giving written notice of such cancellation to the Company before the expiration of any exercise period. Any amounts paid by the employee for the Shares or withheld for the purchase of Shares from the employee's compensation through payroll deductions shall be paid to the employee, without interest, unless otherwise determined by the Board of Directors, upon such cancellation.

11. *Termination of Employment.*

Upon the termination of employment for any reason, including the death of the employee, before the date on which any rights granted under the Plan are exercisable, all such rights shall immediately terminate and amounts paid by the employee for the Shares or withheld for the purchase of Shares from the employee's compensation through payroll deductions shall be paid to the employee or to the employee's estate, without interest unless otherwise determined by the Board of Directors.

12. *Employees' Rights as Shareholders.*

No participating employee shall have any rights as a shareholder in the Shares covered by a right granted hereunder until such right has been exercised, full payment has been made for the corresponding Shares and the Share certificate is actually issued.

13. *Rights Not Transferable.*

Rights under the Plan are not assignable or transferable by a participating employee and are exercisable only by the employee.

14. *Amendments to or Discontinuation of the Plan.*

The Board of Directors of the Company shall have the right to amend, modify or terminate the Plan at any time without notice; provided, however, that the then existing rights of all participating employees shall not be adversely affected thereby, and provided further that, subject to the provisions of Section 7 above, no such amendment to the Plan shall, without the approval of the shareholders of the Company, increase the total number of Shares which may be offered under the Plan.

15. *Effective Date and Approvals.*

This Plan became effective on January 31, 1997, the date it was adopted by the Board of Directors and approved by the shareholders of the Company.

The Company's obligation to offer, sell and deliver its Shares under the Plan is subject to (i) the approval of any governmental authority required in connection with the authorized issuance or sale of such Shares, (ii) satisfaction of the listing requirements of any national securities exchange on which the Shares are then listed and (iii) compliance, in the opinion of the Company's counsel, with all applicable federal and state securities and other laws.

16. *Term of Plan.*

No rights shall be granted under the Plan after January 31, 2007.

17. *Administration of the Plan.*

The Board of Directors or any committee or person(s) to whom it delegates its authority (the "Administrator") shall administer, interpret and apply all provisions of the Plan as it deems necessary to meet special circumstances not anticipated or covered expressly by the Plan. Nothing contained in this Section shall be deemed to authorize the Administrator to alter or administer the provisions of the Plan in a manner inconsistent with the provisions of Section 423 of the Code.

[WILLIAMS MULLEN LOGO]

John M. Oakey, III

February 10, 2005

Board of Directors
MAXIMUS, Inc.
11419 Sunset Hills Road
Reston, Virginia 20190

Re: 1997 Employee Stock Purchase Plan

Ladies and Gentlemen:

This letter is delivered to you in connection with the actions taken and proposed to be taken by MAXIMUS, Inc., a Virginia corporation (the "Company"), with respect to the offer and sale from time to time pursuant to the MAXIMUS, Inc. 1997 Employee Stock Purchase Plan (the "Plan") of up to 500,000 shares of the Company's common stock, no par value (the "Shares"). As counsel to the Company, we have reviewed the Registration Statement on Form S-8 (the "Registration Statement") to be filed by the Company with the Securities and Exchange Commission to effect the registration of the Shares under the Securities Act of 1933, as amended.

In this regard, we have examined such corporate proceedings, records and documents as we have deemed necessary or advisable in connection with the opinions set forth herein.

Based upon such examination, it is our opinion that the Shares, when issued pursuant to the Registration Statement and the terms and conditions of the Plan, will be validly issued, fully paid and nonassessable. The foregoing opinion is limited to the laws of the Commonwealth of Virginia, and we express no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm as counsel to the Company in the Registration Statement.

Very truly yours,

WILLIAMS MULLEN

By: /s/ John M. Oakey, III
John M. Oakey, III, a Shareholder

A Professional Corporation

VIRGINIA · WASHINGTON, D.C. · LONDON

Two James Center 1021 East Cary Street (23219) P.O. Box 1320 Richmond, VA 23218-1320 Tel: 804.643.1991 Fax: 804.783.6507 www.williamsmullen.com

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form S-8 relating to the registration of 500,000 shares under the 1997 Employee Stock Purchase Plan of MAXIMUS, Inc. of our report dated November 16, 2004, with respect to the consolidated financial statements of MAXIMUS, Inc. included in the Annual Report on Form 10-K for the year ended September 30, 2004, filed with the Securities and Exchange Commission on December 10, 2004 (File Number 001-12997).

/s/ Ernst & Young LLP

McLean, Virginia
February 7, 2005