

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **April 21, 2006**

**MAXIMUS, INC.**

(Exact name of registrant as specified in its charter)

**Virginia**  
(State or other jurisdiction  
of incorporation)

**1-12997**  
(Commission  
File Number)

**54-1000588**  
(I.R.S. Employer  
Identification No.)

**11419 Sunset Hills Road**  
**Reston, Virginia**  
(Address of principal executive offices)

**20190-5207**  
(Zip Code)

**(703) 251-8500**  
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**

The information required in Item 1.01 regarding the Executive Employment, Non-Compete and Confidentiality Agreement between MAXIMUS, Inc. (the "Company") and Richard A. Montoni, relating to his appointment as Chief Executive Officer and President of the Company, is incorporated herein by reference from Item 5.02 below.

**Item 2.02. Results of Operations and Financial Condition.**

On April 24, 2006, in making the announcements set forth below, the Company provided earnings guidance for the second fiscal quarter ended March 31, 2006. A copy of the press release announcing earnings guidance, among other things, is attached hereto as Exhibit 99.1 and incorporated herein by reference.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

(b) On April 21, 2006, the Board of Directors of the Company terminated the employment of Lynn P. Davenport as the President and Chief Executive Officer of the Company. The Board terminated Mr. Davenport after it determined that he had violated the Company's Standards of Business Conduct and Ethics related to his conduct towards one of the Company's female employees. A copy of the press release announcing the termination of Mr. Davenport, among other things, is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Mr. Davenport resigned as a director of the Company effective April 26, 2006.

(c) On April 21, 2006, the Board of Directors of the Company appointed Richard A. Montoni as the Company's Chief Executive Officer and President, and David N. Walker as the Company's Chief Financial Officer and Treasurer. A copy of the press release announcing the appointment of Mr. Montoni and Mr. Walker, among other things, is attached hereto as Exhibit 99.1 and incorporated herein by reference.

On April 21, 2006, the Company entered into an Executive Employment, Non-Compete and Confidentiality Agreement (the "Employment Agreement") with Richard A. Montoni in connection with his appointment as the Chief Executive Officer and President of the Company, effective April 24, 2006 (the "Effective Date"). The Employment Agreement has a four year term (the "Term"), provided that it may be terminated (i) upon the mutual written consent of the parties, (ii) in the event of Mr. Montoni's death or inability to perform his duties for a continuous period of 120 days or more or (iii) by the Company for Cause, as defined in the MAXIMUS, Inc. Income Continuity Plan (the "Continuity Plan").

Pursuant to the Employment Agreement, Mr. Montoni will receive an annual salary of \$600,000 (the "Base Salary"), 112,500 restricted stock units (the "Units") pursuant to the terms of the Company's 1997 Equity Incentive Plan and health, disability and life insurance and other benefits and expense reimbursements consistent with the Company's past practices for similarly situated executives. The Units vest in three annual installments on March 31, 2007, March 31, 2008 and March 31, 2009 and provide for accelerated vesting in the event of a Change of Control (as defined in the Continuity Plan). Mr. Montoni will also receive a cash payment of \$300,000 (the "Signing Bonus") upon signing the Employment Agreement, but he has agreed to repay the Signing Bonus if his employment is terminated before the earliest of (i) the one-year anniversary of the Effective Date, (ii) a Change of Control (as defined in the Continuity Plan) or (iii) his death or disability.

Pursuant to the Employment Agreement, Mr. Montoni is eligible to receive an annual cash bonus under the Company's annual bonus program based on his performance and the performance of the Company. Mr. Montoni's targeted bonus is set at 70% of his base salary, provided that

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Mr. Montoni's bonus for fiscal year 2006 will be \$600,000 (the "2006 Bonus"). Mr. Montoni is permitted to draw against his 2006 Bonus in the amount of \$25,000 per month, but he has agreed to repay such amounts if his employment is terminated before the earliest of (i) September 30, 2006, (ii) a Change of Control (as defined in the Continuity Plan) or (iii) his death or disability.

Mr. Montoni will become a participant in the Continuity Plan and be entitled to participate in stock option or similar plans that currently exist, or that may be established, by the Company from time to time, provided that the Company agrees to adjust any vested or unvested equity awards in the event the Company declares an "extraordinary dividend," as defined in the Employment Agreement.

If Mr. Montoni's employment is terminated in connection with a Change of Control (as defined in the Continuity Plan), he will be entitled to receive payments and benefits under the Continuity Plan only. If Mr. Montoni's employment is terminated without Cause (as defined in the Continuity Plan), or Mr. Montoni terminates his employment for Good Reason (as defined in the Continuity Plan), prior to the expiration of the Term, Mr. Montoni will be entitled to receive the greater of (i) Base Salary and all benefits described above for the remainder of the Term, including the vesting of Units and stock options or (ii) the severance benefits specified in the severance guidelines adopted by the Company's compensation committee on March 21, 2006.

The Employment Agreement subjects Mr. Montoni to confidentiality obligations, and contains certain customary non-compete restrictions on his present and future employment for a period of one year after his termination. The Company has also agreed to treat Mr. Montoni as remaining in employment with the Company continuously during the period beginning March 18, 2002 through the Effective Date, to the extent permitted by applicable law.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the actual terms of the Employment Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

(d) On April 21, 2006, the Board of Directors of the Company appointed Richard Montoni to the Company's Board of Directors as a director in Class III.

A copy of the press release announcing his appointment, among other things, is attached hereto as Exhibit 99.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Executive Employment, Non-Compete and Confidentiality Agreement between Richard A. Montoni and MAXIMUS, Inc.
99.1	Press Release dated April 24, 2006.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MAXIMUS, INC.

Dated: April 26, 2006

By: /s/ David R. Francis  
Name: David R. Francis  
Title: General Counsel and Secretary

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**Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Executive Employment, Non-Compete and Confidentiality Agreement between Richard A. Montoni and MAXIMUS, Inc.
99.1	Press Release dated April 24, 2006.

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**EXECUTIVE EMPLOYMENT, NON-COMPETE  
AND CONFIDENTIALITY AGREEMENT**

THIS EXECUTIVE EMPLOYMENT, NON-COMPETE AND CONFIDENTIALITY AGREEMENT ("Agreement"), is entered into as of the date set forth on the signature page by and between Richard A. Montoni (the "Executive") and MAXIMUS, Inc., a Virginia corporation with its principal place of business in Reston, Virginia (the "Corporation") with reference to the following:

WHEREAS, the parties believe the Executive possesses the experience and capabilities to provide valuable service on behalf of the Corporation; and

WHEREAS, the Corporation desires to employ the Executive as its Chief Executive Officer; and

WHEREAS, the Executive desires to be employed by the Corporation at the salary, benefits and other terms and conditions specified herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Employment.

1.1 Duties. The Corporation hereby employs the Executive, and the Executive hereby accepts such employment, to serve as the Chief Executive Officer. The Executive hereby represents and warrants that he is in good health and capable of performing the services required hereunder. The Executive shall perform such services and duties as are appropriate to such office or delegated to the Executive by the Corporation's Board of Directors ("Board"). During the term of this Agreement, the Executive shall be a full-time employee of the Corporation and shall devote such time and attention to the discharge of his duties as may be necessary and appropriate to accomplish and complete such duties.

The Executive shall be nominated by the Board for election as a director and shall serve, without additional compensation, as a member of the Board, subject to his being so elected by the Corporation's stockholders. The Executive agrees to obtain the consent of the Board, which consent may be withheld in the Board's sole discretion, before serving on the board of any other entity or organization.

1.2 Compensation.

(a) Base Salary. As compensation for performance of his obligations hereunder, the Corporation shall pay the Executive an annual salary of \$600,000 ("Base Salary"), such Base Salary to be reviewed annually beginning on or about October 1, 2006.

(b) Year-End Bonus. The Executive will participate in the Corporation's annual bonus program, with any awards dependent on the performance of the Executive and the Corporation. The target cash bonus for the Executive will be seventy percent

(70%) of annual Base Salary for accomplishing his annual goals; except the Corporation shall pay the Executive a bonus for fiscal year 2006 equal to \$600,000. Commencing on the first day of employment, the Executive shall be permitted to draw against his 2006 bonus in the amount of \$25,000 per month; provided, however, that the Executive shall repay the Corporation any and all such amounts should the Executive terminate his employment with the Corporation before the earliest of (i) September 30, 2006, (ii) a "Change in Control" (as defined in the Income Continuity Plan), or (iii) his death or disability.

(c) Signing Bonus. The Corporation shall pay the Executive a lump sum cash bonus of \$300,000 upon his execution of this Agreement; provided that, the Executive shall repay this bonus amount in full if he terminates employment with the Corporation before the earliest of (i) the one-year anniversary of the Effective Date, (ii) a "Change in Control" (as defined in the Income Continuity Plan), or (iii) his death or disability.

(d) Equity Awards. On the Effective Date, the Corporation shall award the Executive 112,500 Restricted Stock Units, under and subject to the terms of the MAXIMUS, Inc. 1997 Equity Incentive Plan (the "Equity Plan"), vesting at one-third on March 31, 2007, March 31, 2008 and March 31, 2009. Such award shall (i) provide for accelerated vesting in the event of a Change in Control and (ii) have such other terms and conditions as are included in the standard MAXIMUS Restricted Stock Unit Agreement that will be subsequently executed by the parties. In addition, the Executive shall be entitled to future awards under the Equity Plan in the discretion of the Corporation's Board of Directors, and shall also be entitled to participate in stock option and similar plans as currently exist or may be established by the Corporation from time to time. The Corporation agrees to proportionately adjust the Executive's vested and unvested equity awards in the event the Corporation declares an extraordinary dividend during the term hereof. For these purposes, an "extraordinary dividend" would be any distribution per share having a value in excess of ten percent (10%) of the average trading price of the Corporation's common stock during the three-month period preceding such distribution.

(e) Income Continuity Program. On the Effective Date, the Executive shall become a Participant in the MAXIMUS, Inc. Income Continuity Program (the "Income Continuity Plan").

(f) Vacation, Insurance, Expenses, Etc. The Executive shall be entitled to 20 days accrual paid vacation per year, and such benefits, health, disability and life insurance and other benefits and expense reimbursements in a manner consistent with the Corporation's past practices and as are provided to executives at a similar level.

(g) Insurance. The Corporation shall maintain the Executive as an insured party on all directors' and officers' insurance maintained by the Corporation for the benefit of its directors and officers on at least the same basis as all other covered individuals and provide the Executive with at least the same corporate indemnification as its officers.

(h) Indemnification. The Corporation shall reimburse the Executive for reasonable attorneys' fees incurred in connection with the review and negotiation of this

Agreement as well as the termination of his employment with his immediate predecessor employer. The Corporation shall indemnify the Executive for any losses or costs (including reasonable attorneys' fees) arising from a claim by his immediate predecessor employer that the Executive breached his employment agreement with them or otherwise wrongfully terminated his employment with them. The amount of such indemnification shall not exceed \$500,000. This provision shall survive the termination of Executive's employment, except in the case of a Termination for Cause (as defined in the Income Continuity Plan).

1.3 Term; Termination. The term of the employment agreement set forth in this Section 1 shall be for a period commencing at the Effective Date and continuing for four (4) years thereafter (the "Scheduled Term") provided that this Agreement shall terminate:

- (a) by mutual written consent of the parties;
- (b) upon Executive's death or inability, by reason of physical or mental impairment, to perform substantially all of Executive's duties as contemplated herein for a continuous period of 120 days or more; or
- (c) by the Corporation for Cause (as defined in the Income Continuity Plan).

Upon any termination of employment under this Section 1.3, neither party shall have any obligation to the other pursuant to this Section 1, but such termination shall have no effect on the obligations of the parties under other provisions of this Agreement.

"Effective Date" shall mean the date Executive commences work for the Corporation, which shall not be later than May 1, 2006.

1.4 Severance. The parties agree that in the event the Corporation terminates the Executive's employment without Cause or the Executive terminates the employment for "Good Reason" (as defined in the Income Continuity Plan) prior to the expiration of the Scheduled Term, the Executive shall be entitled to receive the greater of (i) Base Salary and benefits (including the benefits specified in Section 1.2 above and the vesting of stock options and Restricted Stock Units) for the remainder of the Scheduled Term or (ii) the severance benefits specified in the severance guidelines adopted by the Compensation Committee of the Corporation's Board of Directors on March 21, 2006. If the Executive's employment termination occurs in connection with a Change in Control, the Executive shall be entitled to receive such payments and benefits as provided under the Income Continuity Plan, and this Section 1.4 shall not apply.

1.5 Continuation of Employment and Benefits. The Corporation shall treat the Executive as remaining in employment with the Corporation continuously during the period beginning March 18, 2002 through the Effective Date, to the maximum extent permitted by law and the terms of the applicable plan documents. If any law or the terms of any plan document (or related agreement) prevents the Corporation from treating the Executive as remaining in employment with the Corporation continuously during this period, the Corporation shall pay or provide to the Executive an amount equal to the difference between (a) and (b), where (a) and (b) are determined as follows:

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- (a) The payments or benefits the Executive would have received or been entitled to if the Executive had remained in employment with the Corporation continuously during the period beginning March 18, 2002 through the Effective Date; and
- (b) The payments or benefits the Executive actually received or is entitled to under applicable law and the terms of the applicable plan documents;

## 2. Non-Competition.

### 2.1 Prohibited Activities.

- (a) The Executive agrees that, during his employment with the Corporation and for a period of one (1) year after the termination of such employment, the Executive will not engage in any Unethical Behavior which may adversely affect the Corporation. For the purpose of this Section 2.1, "Unethical Behavior" is defined as:
  - (i) any attempt, successful or unsuccessful, by the Executive to divert any existing or pending contracts or subcontracts from the Corporation to any other firm, whether or not affiliated with the Executive;
  - (ii) any attempt, successful or unsuccessful, by the Executive, to influence clients of the Corporation or organizations with which the Corporation has an existing or pending contract or proposal to refrain from doing business with the Corporation or to terminate existing business with the Corporation;
  - (iii) any attempt, successful or unsuccessful, by the Executive to offer his services, or to influence any other employee of the Corporation to offer their services, to any firm to compete against the Corporation; or
  - (iv) any attempt, successful or unsuccessful, by the Executive to employ or offer employment to, or cause any other person to employ or offer employment to any individual who was an employee of the Corporation at any time during the Executive's last six months of employment with the Corporation.
- (b) The Executive shall notify any new employer, partner, association or any other firm or corporation in competition with the Corporation with whom the Executive shall become associated in any capacity whatsoever of the provisions of this Section 2 and the Executive agrees that the Corporation may give such notice to such firm, corporation or other person.

### 2.2 Business Opportunities; Conflicts of Interest; Other Employment and Activities of the Executive.

- (a) The Executive agrees promptly to advise the Corporation of, and provide the Corporation with an opportunity to pursue, all business opportunities that reasonably relate to the present business conducted by the Corporation.
- (b) The Executive, in his capacity as an employee of the Corporation, shall not engage in any business with any member of the Executive's immediate family or with

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any person or business entity in which the Executive or any member of the Executive's immediate family has any ownership interest or financial interest, unless and until the Executive has first fully disclosed such interest to and received written consent from the Board of Directors. As used herein, the term "immediate family" means the Executive's spouse, natural or adopted children, parents or siblings and the term "financial interest" means any relationship with such person or business entity that may monetarily benefit the Executive or member of the Executive's immediate family, including any lending relationship or the guarantying of any obligations of such person or business entity by the Executive or member of his immediate family.

- (c) The parties hereto agree that the Executive may, consistent with this Section 2.2, receive and retain speaking fees, referral fees from business opportunities not accepted by the Corporation, and fees from outside business activities and opportunities of the Executive consented to by the Board of Directors.

3. Confidentiality. The Executive agrees that the Corporation's books, records, files and all other non-public information relating to the Corporation, its business, clients and employees are proprietary in nature and contain trade secrets and shall be held in strict confidence by the Executive, and shall not, either during the term of this Agreement or after the termination hereof, be used by Executive or disclosed, directly or indirectly, to any third party, except to the extent such use or disclosure is in

furtherance of the Corporation's business or required by any law, rule, regulation or other legal process. The trade secrets or other proprietary or confidential information referred to in the prior sentence includes, without limitation, all proposals to clients or potential clients, contracts, client or potential client lists, fee policies, financial information, administration or marketing practices or procedures and all other information regarding the business of the Corporation and its clients not generally known to the public.

4. Miscellaneous.

4.1 Notices. All notices, requests, demands or other communications provided for in this Agreement shall be in writing and shall be delivered by hand, sent prepaid by overnight delivery service or sent by the United States mail, certified, postage prepaid, return receipt request, to the following:

If to the Corporation:

MAXIMUS, Inc.  
11419 Sunset Hills Road  
Reston, Virginia 20190  
Attention: General Counsel

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If to the Executive:

Richard A. Montoni  
9317 Morison Lane  
Great Falls, Virginia 22066

Any notice, request, demand or other communication delivered or sent in the foregoing manner shall be deemed given or made (as the case may be) upon the earliest of (i) the date it is actually received, (ii) the business-day after the day on which it is delivered by hand, (iii) the business day after the day on which it is properly delivered to Federal Express (or a comparable overnight delivery service), or (iv) the third business day after the date on which it is deposited in the United States mail. Either party may change its address by notifying the other party of the new address in any manner permitted by this paragraph.

4.2 Remedies. The parties agree and acknowledge that any violation by the Executive of the terms hereof may result in irreparable injury and damage to the Corporation or its clients, which may not adequately be compensable in monetary damages, that the Corporation will have no adequate remedy at law therefor, and that the Corporation may obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect it against, or on account of, any breach of the provisions contained in this Agreement.

4.3 No Obligation of Continued Employment. The Executive understands that this Agreement does not create an obligation on the part of the Corporation to continue the Executive's employment with the Corporation after the expiration or termination of this Agreement.

4.4 Benefit; Assignment. This Agreement shall bind and inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns, provided this Agreement may not be assigned by either party without the consent of the other, except that the Corporation may assign this Agreement in connection with the merger, consolidation or sale of all or substantially all of its business or assets.

4.5 Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement.

4.6 Severability. In the event that any one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

4.7 Waivers. No delay or omission by the Corporation in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Corporation on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

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4.8 Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

4.9 Governing Law and Jurisdiction. This Agreement shall in all events and for all purposes be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Any action or proceeding against the parties relating in any way to this Agreement must be brought and enforced in the courts of Fairfax County, Virginia or the Northern District of Virginia, and the parties irrevocably submit to the jurisdiction of such courts in respect of any such action or proceeding.

4.10 Amendments. No changes to this Agreement shall be binding unless in writing and signed by both the parties.

4.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one instrument.

**THE EXECUTIVE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND THE EXECUTIVE UNDERSTANDS, AND AGREES TO, EACH OF SUCH PROVISIONS. THE EXECUTIVE UNDERSTANDS THAT THIS AGREEMENT MAY AFFECT THE EXECUTIVE'S RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO THE EXECUTIVE'S EMPLOYMENT WITH THE CORPORATION.**

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

EXECUTIVE

MAXIMUS, Inc.

Richard A. Montoni

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_



**MAXIMUS ANNOUNCES SENIOR MANAGEMENT CHANGES**  
**~ Richard Montoni Rejoins Company as CEO; David Walker Appointed as CFO ~**  
**~ Company Comments on Second Quarter Earnings ~**

**RESTON, VA, April 24, 2006** – MAXIMUS (NYSE: MMS) announced today that the Board of Directors has terminated the employment of Lynn Davenport, its former Chief Executive Officer. Concurrently, the Board announced that, effective immediately, it has appointed Richard Montoni, 54, as Chief Executive Officer and President and David Walker, 47, as Chief Financial Officer and Treasurer. Mr. Montoni has also been elected to the Board of Directors.

The Board took the action regarding Mr. Davenport after it determined that Mr. Davenport had violated the Company's *Standards of Business Conduct and Ethics* related to his conduct towards a female MAXIMUS employee. The Company has reached a settlement with the employee, who has since left MAXIMUS.

"We are pleased that Rich Montoni has returned to the Company as Chief Executive Officer," said Peter Pond, Chairman of the Board. "Rich had served as our Chief Financial Officer and Executive Vice President since 2002, and we welcome him back in his new position. We are confident that his deep understanding of the Company's operations, combined with his proven leadership abilities and respect within our organization, will enable him to lead the Company. While this management change was not anticipated, MAXIMUS has always demanded the highest level of ethical conduct from all of its employees."

Commenting on the second quarter, Mr. Pond added, "The Company is in the final review process of its second quarter results and currently expects diluted earnings per share of \$0.42-\$0.43. This excludes the impact of legal and settlement expense of approximately \$0.02-\$0.03 per diluted share that the Company expects to record in the second quarter related to this matter."

Mr. Montoni commented, "I am excited to rejoin MAXIMUS in the capacity of CEO and welcome the challenge of the additional responsibilities. Having been a part of the Company's evolution over the past several years, I look forward to leading MAXIMUS and fortifying our position as a premier provider of consulting, systems and outsourcing services to government. The Company strengthened its senior leadership team over the last twelve months, and together, we will build upon our recent successes."

Montoni continued, "I am delighted that David Walker will oversee the Company's finance and accounting functions. I have worked with David since he joined the Company as Vice President and Controller in 2002 and welcome his appointment as Chief Financial Officer. David has served as Vice President and Controller since 2002. He is a Certified Public Accountant and recently served as the Chief Accounting Officer, managing the accounting and treasury functions, and led the organization's compliance efforts under Sarbanes Oxley."

The Company will report full financial results for the second quarter after the close of market on Wednesday, May 3, 2006, and will host a conference call on Thursday, May 4, 2006 at 9:00 a.m. ET which is open to the public and can be accessed under the Investor Relations page of the Company's website at [www.maximus.com](http://www.maximus.com) or by calling 800.552.8050 or 206.902.3258.

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MAXIMUS is one of America's leading government services companies devoted to providing program management, consulting and information technology services. The Company has more than 5,200 employees located in more than 280 offices in the United States, Canada and Australia. In 1999, 2001, 2002, 2003, and 2004 MAXIMUS was selected by Forbes Magazine as one of the Best 200 Small Companies in America for that year. MAXIMUS was selected by Business Week Magazine as one of the 100 Best Hot Growth Small Companies in 1999, 2000, 2001, and 2002. Additionally, MAXIMUS is included in the Russell 2000 Index and the S&P SmallCap 600 Index.

**Forward-Looking Information Is Subject to Risk and Uncertainty**

Statements that are not historical facts, including statements about the Company's confidence and strategies and the Company's expectations about revenues, results of operations, profitability, future contracts, market opportunities, market demand or acceptance of the Company's products are forward-looking statements that involve risks and uncertainties. These uncertainties could cause the Company's actual results to differ materially from those indicated by such forward-looking statements and include reliance on government clients; risks associated with government contracting; risks involved in managing government projects; legislative changes and political developments; opposition from government unions; challenges resulting from growth; adverse publicity; and legal, economic, and other risks detailed in Exhibit 99.1 to the Company's most recent Annual Report filed with the Securities and Exchange Commission (file number 001-12997).

**CONTACTS:**

Lisa Miles  
Investor Relations  
703.251.8637

Rachael Rowland  
Public/Media Relations  
703.251.8688

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