
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): February 16, 2007

MAXIMUS, INC.

(Exact name of registrant as specified in its charter)

Virginia 1-12997 54-1000588 (State or other jurisdiction (Commission File Number) (I.R.S. Employer of incorporation) Identification No.)

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

20190-5207

(Zip Code)

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

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:

- |_| 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 8.01 Other Events.

MAXIMUS, Inc. (the "Company") previously reported that it had notified Accenture LLP ("Accenture") of its intention to pursue the termination of the subcontract between the parties in support of Accenture's prime contract with the Texas Health and Human Services Commission for the Integrated Eligibility and Enrollment Services program if Accenture's defaults were not cured by February 16, 2007. On February 16, 2007, the Company delivered to Accenture a letter that terminates the subcontract. A copy of the letter is filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

99.1 Letter dated February 16, 2007.

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.

Date: February 23, 2007 By: /s/ David R. Francis

David R. Francis

General Counsel and Secretary

EXHIBIT INDEX

Exhibit No. Description
99.1 Letter dated February 16, 2007.

FRITZ, BYRNE, HEAD & HARRISON, LLP -----Attorneys at Law

February 16, 2007

VIA EMAIL (van.beckwith@bakerbotts.com)
VIA EMAIL (rod.phelan@bakerbotts.com)

Van H. Beckwith, Esq. Rod Phelan, Esq. Baker Botts LLP 2001 Ross Avenue, Suite 600 Dallas, TX 75201-2980

Re: MAXIMUS, Inc. v. Accenture LLP

Dear Messrs. Beckwith and Phelan:

The refusal of Accenture LLP ("Accenture") to honor its obligations under the Subcontract Agreement (the "Subcontract") between Accenture and MAXIMUS, Inc. ("MAXIMUS") has made it impossible for MAXIMUS to perform its role in the Texas Integrated Eligibility project ("IE"). MAXIMUS has satisfied its obligations by far exceeding the performance required of it under the Subcontract. Under the terms of the Subcontract, MAXIMUS has no obligation to continue performance given the current and foreseeable circumstances. Unfortunately, MAXIMUS has been left with no alternative to termination. In light of Accenture's failure to address, much less cure, any of the material breaches noted in our letters of December 21, 2006, and January 16, 2007, and referenced again in our letter of January 24, 2007, as well as in MAXIMUS's Demand for Arbitration served on January 8, 2007, all of which are incorporated by reference for all purposes, these breaches constitute Accenture Events of Default under the Subcontract. Pursuant to Section 8.4.2 of the Subcontract, MAXIMUS hereby terminates the Subcontract.

As Section 8.4.2 provides, MAXIMUS will work with Accenture to transition the IE operations to Accenture. We are informed by MAXIMUS representatives that, rather than attempt to cure the breaches asserted by MAXIMUS, since mid-January 2007 Accenture has worked steadily toward a planned takeover of IE. It is our further understanding that as to the portions of IE still under MAXIMUS control, transition planning is nearly complete. With respect to the remaining portions of IE to be transferred from MAXIMUS to Accenture, formal transition can begin immediately. MAXIMUS expects Accenture to assume responsibility for and pay all salary costs and benefits for the transferred IE personnel beginning on March 1, 2007.

Van H. Beckwith, Esq. Rod Phelan, Esq. Re: MAXIMUS, Inc. v. Accenture LLP February 16, 2007 Page 2

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Nothing contained herein should be construed as a waiver of MAXIMUS's rights, which are specifically reserved.

Very truly yours, /s/ Bruce Perkins Bruce Perkins

BPP/sb

cc: Robert I. Howell, Esq.
Baker Botts LLP
98 San Jacinto Boulevard, Suite 1500
Austin, TX 78701-4078
VIA EMAIL (robert.howell@bakerbotts.com)
AND HAND-DELIVERY

David M. McCurley, Partner
TAA Managing Director
Accenture LLP
1501 South Mopac Expressway, Suite 300
Austin, TX 78746
VIA EMAIL (davld.m.mccurley@accenture.com)

AND UNITED STATES CERTIFIED MAIL/RRR

Douglas G. Scrivner, Esq.
General Counsel
Accenture LLP
Legal & Commercial Group
1661 Page Mill Road
Palo Alto, CA 94304
VIA EMAIL (douglas.g.scrivner@accenture.com)
AND UNITED STATES CERTIFIED MAIL/RRR

Carl Ben Foster, Esq.
Accenture LLP
Legal & Commercial Group
11951 Freedom Drive
Reston, VA 20190
VIA EMAIL (carl.b.foster@accenture.com)
AND UNITED STATES CERTIFIED MAIL/RRR

Van H. Beckwith, Esq. Rod Phelan, Esq. Re: MAXIMUS, Inc. v. Accenture LLP February 16, 2007 Page 3

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cc: James J. Scheske, Esq.
Akin Gump Strauss Hauer & Feld LLP
300 West Sixth Street, Suite 2100
Austin, TX 78701
VIA EMAIL (Jscheske@akingump.com)

Jerold S. Solovy, Esq.
Robert T. Markowski, Esq.
Deirdre E. Connell, Esq.
James L. Thompson, Esq.
Jenner & Block LLP
330 North Wabash Avenue
Chicago, IL 60611-7603
VIA EMAIL (Jsolovy@jenner.com)
VIA EMAIL (rmarkowskl@jenner.com)
VIA EMAIL (Jthompson@jenner.com)
VIA EMAIL (Jthompson@jenner.com)