
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: **October 7, 2013**

Date of earliest event reported: **October 7, 2013**

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.)

**1891 Metro Center Drive,
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:

- 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))
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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 continued employment as Chief Executive Officer and President of the Company, is incorporated by reference from Item 5.02 below.

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On October 7, 2013, the Company entered into a four-year extension of the Executive Employment, Non-Compete and Confidentiality Agreement (the “Employment Agreement”) with Richard A. Montoni. Under that extension the Employment Agreement will continue in force until April 24, 2018. In addition, the extension provides that any restricted stock units and other equity awards made to Mr. Montoni in the future will continue to vest in accordance with their stated terms unless he is terminated for Cause or he terminates his employment for Good Reason (as those terms are defined in the Employment Agreement). All other terms and conditions of the Employment Agreement remain unchanged.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits. The following exhibit is being furnished pursuant to Item 1.01 above.

Exhibit No. **Description**

10.1 Extension letter between Richard A. Montoni and MAXIMUS, Inc. dated October 7, 2013

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: October 7, 2013

By: /s/ David R. Francis

David R. Francis
General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.

Description

10.1 Extension letter between Richard A. Montoni and MAXIMUS, Inc. dated October 7, 2013

October 7, 2013

Mr. Richard A. Montoni
Chief Executive Officer
MAXIMUS, Inc.
1891 Metro Center Drive
Reston, Virginia 20190

Re: Extension of Employment Agreement

Dear Rich:

You and MAXIMUS, Inc. ("MAXIMUS") entered into an Executive Employment, Non-Compete and Confidentiality Agreement effective April 24, 2006 which was subsequently amended on November 20, 2007 and December 22, 2009 (the "Employment Agreement"). The current term of the Employment Agreement is scheduled to expire on April 24, 2014. The Board of Directors of MAXIMUS has authorized the extension of the Employment Agreement until April 24, 2018.

In addition, the Board proposes to revise the Employment Agreement by inserting the following sentence at the end of Section 1.2(d):

"Any Restricted Stock Units or other equity awards made to the Executive on or after October 1, 2013, shall vest according to their stated vesting schedules (or pursuant to the acceleration feature in connection with a Change in Control) unless the Executive is terminated for Cause or voluntarily resigns his employment without Good Reason in which case any unvested awards shall be forfeited as of the effective date of termination."

If you agree to the extension and revision set forth above, please sign where indicated below and return the signed version of the letter to me. All other terms and conditions of the Employment Agreement shall remain unchanged.

Please contact me with any questions. Thank you.

Sincerely,

/s/ David R. Francis
David R. Francis
General Counsel

AGREED:

/s/ Richard A. Montoni
Richard A. Montoni

October 7, 2013
Date