

SUMMONS - CIVIL
(Except Family Actions)

JD-CV-1 Rev. 1-2000
C.G.S. § 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-259, P.B. Secs 3-1 thru 3-21, 8-1

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

INSTRUCTIONS

1. Type or print legibly: sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

"X" ONE OF THE FOLLOWING:
Amount, legal interest or property in demand, exclusive of interest and costs is:

less than \$2,500
 \$2,500 through \$14,999.99
 \$15,000 or more

("X" if applicable)
 Claiming other relief in addition to or in lieu of money or damages.

RETURN DATE (Mo., day, yr.)
(Must be a Tuesday) **12/18/2007**

JUDICIAL DISTRICT
 HOUSING SESSION

G.A. NO. _____

AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349)
HARTFORD

CASE TYPE (See JD-CV-1c)
Major **C** Minor **90**

ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346, 51-350)

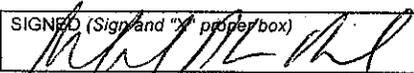
TELEPHONE NO. (with area code)

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	STATE OF CONNECTICUT, 55 Elm Street, Hartford, CT 06106			01
Additional Plaintiff				02
FIRST NAMED DEFENDANT	MAXIMUS, INC., 11419 Sunset Hills Road, Reston, Virginia 20910 AGENT FOR SERVICE: Corporation Service Company, 50 Weston St. Hartford, CT 06120-1537			50
Additional Defendant				51
Additional Defendant				52
Additional Defendant				53

NOTICE TO EACH DEFENDANT

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE **11/15/2007**

SIGNED (Sign and "X" proper box)


Comm. of Superior Court
 Assistant Clerk

TYPE IN NAME OF PERSON SIGNING AT LEFT
RICHARD BLUMENTHAL

FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code)
RICHARD BLUMENTHAL, OFFICE OF THE ATTY GEN'L., 55 Elm St., Hartford, CT 06106

TELEPHONE NUMBER
860-808-5090

JURIS NO. (If atty. or law firm)
403804

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No., street, town and zip code)

SIGNATURE OF PLAINTIFF IF PRO SE

# PLFS. 1	# DEFS. 1	# CNTS. 3	SIGNED (Official taking recognizance; "X" proper box)	<input type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk	For Court Use Only
					FILE DATE

- IF THIS SUMMONS IS SIGNED BY A CLERK:
- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
 - b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
 - c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
 - d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above:

SIGNED (Pro Se Plaintiff)

DATE SIGNED

DOCKET NO.

ORIGINAL

RETURN DATE: DECEMBER 18, 2007

STATE OF CONNECTICUT	:	SUPERIOR COURT
<i>Plaintiff</i>	:	
	:	JUDICIAL DISTRICT
v.	:	OF HARTFORD
	:	
MAXIMUS, INC.	:	
<i>Defendant</i>	:	NOVEMBER 15, 2007

COMPLAINT

THE PARTIES:

This civil action is brought by Plaintiff State of Connecticut acting by and through its Chief Information Officer of the Department of Information Technology, and the Commissioner of Public Safety for the Department of Public Safety represented by Richard Blumenthal, Attorney General of the State of Connecticut against MAXIMUS, Inc.

FIRST COUNT: BREACH OF CONTRACT

1. At all times mentioned herein, the Department of Information Technology ("DOIT") was, and is, a state agency authorized to enter into and administer, among other things, contracts for all information systems and telecommunication system facilities, equipment and services for state agencies pursuant to Conn. Gen. Stat. § 4d-2, and is administered by its Chief Information Officer ("CIO").
2. At all times mentioned herein, the Department of Public Safety ("DPS") was, and is, a state agency pursuant to Conn. Gen. Stat. §29-1b with the

Commissioner of Public Safety as its department head. DOIT and DPS are referred to hereinafter collectively as the "State."

3. At all times mentioned herein, the Division of State Police is within DPS and is required to assist in or assume the investigation, detection and prosecution of any criminal matter or alleged violation of law pursuant to Conn. Gen. Stat. §29-7. The Commissioner of Public Safety is deemed to be the State Police Commissioner or the Commissioner of State Police. Conn. Gen. Stat. §29-1zz.
4. At all times mentioned herein, defendant MAXIMUS, Inc. ("MAXIMUS") was and is a Virginia corporation with its principal place of business in Reston, Virginia, authorized to conduct, and is conducting business within and with the State of Connecticut.
5. On or about October 22, 2002, the State of Connecticut, acting through DOIT, issued Request for Proposals No. 023-A-25-7012 to revise the existing Connecticut On-Line Law Enforcement Communications Teleprocessing system (hereinafter the "Legacy COLLECT System") which serves as the primary investigative tool for Connecticut criminal justice agencies and law enforcement agencies. The Request for Proposals was subsequently amended in response to potential proposers' inquiries prior to the submission of proposals and said Request for Proposals and amendments are hereinafter referred to as the "RFP."

6. The Legacy COLLECT System is a 30 year old law enforcement messaging switching and database system that facilitates the exchange of, and provides up-to-date access to, state and national criminal justice information.
7. Over 180 local, state and federal law enforcement/criminal justice agencies with more than 13,000 certified users rely on and use the information available on the Legacy COLLECT System to access many State and Federal law enforcement resources, including, but not limited to, the National Crime Information Center ("NCIC"); the National Law Enforcement Telecommunications System ("NLETS"); the Connecticut Department of Motor Vehicles; Connecticut Department of Corrections; the Connecticut State Police Bureau of Identification; Connecticut Department of Environmental Protection; the Connecticut Protective Order Registry; the Paperless Re-Arrest Warrant Network and the Connecticut Sex Offender Registry. All of these resources are hereinafter referred to collectively as "Law Enforcement Resources."
8. NCIC, run by the United States Department of Justice Federal Bureau of Investigation ("FBI"), stores criminal justice data for the entire United States and Canada, including information on wanted persons, missing persons, stolen property and criminal history information used by the State for law enforcement. NCIC users may check all 50 states for a subject's criminal history record in a single transaction and DPS needs access to this information for law enforcement purposes.

9. On or about July 11, 1999, the FBI replaced the NCIC with NCIC 2000, which includes all the basic functionality of the NCIC and also incorporates additional features such as transmission of images associated with wanted and missing persons records and fingerprint searches. NCIC 2000 also requires the encryption of all data transmitted between the Legacy COLLECT System and the FBI.
10. The RFP required that the Legacy COLLECT System be revised to meet NCIC 2000 encryption requirements. The RFP also required that the Legacy COLLECT System be revised to provide, at a minimum, all of the functionality and efficiency of the existing Legacy COLLECT System and also include additional new functions.
11. In order to develop a comprehensive response to the special needs of the State for a revised COLLECT System as detailed in the RFP, prospective proposers were directed to familiarize themselves with the information sources cited in Attachment 6 of the RFP. MAXIMUS acknowledged in its proposal receipt of these information sources.
12. MAXIMUS submitted its proposal to the State under cover letter dated January 3, 2003 ("Proposal"). In its Proposal, MAXIMUS identified Advanced Technology Systems Corporation ("ATS") as its subcontractor. MAXIMUS proposed to build a revised Legacy COLLECT System (the "MAXIMUS COLLECT System") upon two ATS products – the commercial off the shelf ("COTS") Pyramid XN2 web browser and the COTS Pyramid XMR message switch.

13. In its Proposal, MAXIMUS fully acknowledged and accepted all terms and conditions of the RFP, including that the MAXIMUS COLLECT System would perform in accordance with, and in certain cases exceed, all of the business and functional requirements of the existing Legacy COLLECT System.
14. Based upon MAXIMUS' skills and expertise as represented in MAXIMUS' Proposal, the State selected MAXIMUS as the preferred vendor and entered into an agreement ("the Agreement") with MAXIMUS on October 16, 2003. MAXIMUS accepted responsibility for the entire performance of the Agreement, including that of its subcontractors.
15. On information and belief, MAXIMUS entered into a contract with ATS ("Subcontract") to assist MAXIMUS with developing the MAXIMUS COLLECT System.
16. The Agreement refers to MAXIMUS as the "Supplier" and consists of the Agreement Number B-03-018 and all attachments, as well as the MAXIMUS' clarification letters identified in Agreement Number B-03-018, the Proposal and the RFP.
17. The Agreement defines the MAXIMUS COLLECT System as the

Supplier furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP[,as those requirements] . . . may be further defined [by] this Agreement.
18. The Agreement contained a work schedule that required MAXIMUS to begin work by October 1, 2003 and to finish by October 18, 2005.

19. In order to assist MAXIMUS in fulfilling its requirements under the Agreement, DPS conducted a three day training session on the use of the existing Legacy COLLECT System for MAXIMUS and ATS employees. In the training session, DPS demonstrated for MAXIMUS the functionality of the Legacy COLLECT System and provided MAXIMUS with all of the Legacy COLLECT System training materials as well as the NCIC and NLETS operating manuals.
20. DPS hired a third party to analyze the Legacy COLLECT System program source code in order to create for MAXIMUS and ATS a mapping of how the different source code programs actually communicated with each other.
21. DPS expended significant funds to utilize staff, other State employees and consultants to work with MAXIMUS.
22. In order for MAXIMUS to develop and implement the MAXIMUS COLLECT System, the State purchased significant amounts of specific hardware and software necessary for the successful development of the MAXIMUS COLLECT System.
23. The State expended large sums of money to purchase the hardware and software specified by MAXIMUS.
24. The State paid for the MAXIMUS COLLECT System, related work, and deliverables through the sale of bonds. The State paid and continues to pay interest on the bonds and has incurred additional costs in connection with the issuance of the bonds.

25. The Agreement required MAXIMUS to perform System testing on the MAXIMUS COLLECT System to ensure that the MAXIMUS COLLECT System performed in accordance with the Agreement requirements.
26. MAXIMUS delivered the MAXIMUS COLLECT System to the State for user acceptance testing ("UAT") in August 2006 at which point DPS began UAT.
27. DPS developed a UAT plan consisting of test cases wherein DPS entered test queries into the MAXIMUS COLLECT System to test whether the MAXIMUS COLLECT System met the functional and technical requirements of the Agreement.
28. If the MAXIMUS COLLECT System did not meet the functional and technical requirements of the Agreement, the test cases failed. A failed test case was called a "bug." DPS recorded the bugs on a "bug report" which MAXIMUS, ATS or DPS then entered into a shared database using a software program called SharePoint. The SharePoint database was maintained by ATS.
29. By letter dated December 18, 2006, DOIT notified MAXIMUS that the MAXIMUS COLLECT System did not meet the Agreement requirements. In that letter, DOIT requested MAXIMUS to submit a plan specifying how MAXIMUS would correct the bugs identified in the bug reports since August 2006 and other defects not entered into SharePoint (the bugs and defects are referred to collectively herein as "MAXIMUS Defects").
30. After MAXIMUS failed to respond to DOIT's December 18, 2006 letter, DOIT sent another letter dated January 16, 2007, reiterating its previous concerns

and requesting MAXIMUS to submit a plan by January 23, 2007 specifying how MAXIMUS would correct the MAXIMUS Defects.

31. By letter dated January 23, 2007, MAXIMUS acknowledged that the ATS COTS Pyramid XN2 web browser application had not been modified to accommodate some of the Agreement requirements and committed to remediate the MAXIMUS Defects.
32. On or about January 25, 2007, MAXIMUS stopped entering bugs into SharePoint.
33. On February 1, 2007 at a project manager's meeting, MAXIMUS notified DPS that MAXIMUS would no longer fix any more bugs discovered by DPS and that DPS should halt UAT.
34. DPS entered the last bugs into SharePoint and stopped UAT on February 20, 2007 due to MAXIMUS' failure to perform its requirements under the Agreement to develop the MAXIMUS COLLECT System.
35. During UAT, DPS identified and provided notice to MAXIMUS of a total of 821 bugs, some of which were entered into SharePoint (681) and some of which were not (140). At the time DPS stopped UAT on February 20, 2007, MAXIMUS had failed to fix nearly half (405) of the 821 bugs identified by DPS.
36. On information and belief, by letter dated February 8, 2007 ATS notified MAXIMUS that it was terminating the Subcontract.

37. On information and belief, by letter dated March 14, 2007, ATS terminated the Subcontract with MAXIMUS. By letter dated March 15, 2007, MAXIMUS notified the State that ATS terminated the Subcontract. In that letter, MAXIMUS restated its commitment to the successful completion of the MAXIMUS COLLECT System.
38. MAXIMUS sent DOIT a notice dated March 22, 2007 of its intent to terminate the Agreement for convenience effective ninety days thereafter, on June 20, 2007.
39. By letter dated March 28, 2007 (Exhibit A), the State notified MAXIMUS that the MAXIMUS COLLECT System failed UAT.
40. Due to MAXIMUS' failure to deliver a functional MAXIMUS COLLECT System to the State, the State sent MAXIMUS a letter dated May 17, 2007 (Exhibit B) terminating the Agreement for cause if MAXIMUS failed to cure the MAXIMUS Defects within the thirty-day cure period, thus making the termination effective June 18, 2007.
41. The State attached to its May 17, 2007 letter a nonexclusive list of MAXIMUS Defects.
42. By letter dated June 18, 2007, the State and MAXIMUS mutually agreed to extend the effective date of the termination of the Agreement until July 18, 2007 in order to allow MAXIMUS additional time to cure the MAXIMUS Defects.

43. By letter dated July 18, 2007, the State and MAXIMUS mutually agreed to extend the effective date of the termination of the Agreement until August 18, 2007 in order to allow MAXIMUS additional time to cure the MAXIMUS Defects.
44. On or about August 10, 2007, MAXIMUS filed an eight count complaint against ATS in Hartford Superior Court. (Exhibit C). In the complaint at Paragraph 34, MAXIMUS alleges, among other things, that the ATS COTS XN2 web browser product incorporated into the MAXIMUS COLLECT System did not function properly and that defects that existed were not corrected.
45. By letter dated August 16, 2007, the State notified MAXIMUS that the State would not extend the termination date and that the State was terminating MAXIMUS for cause effective midnight on August 18, 2007, due to MAXIMUS' failure to cure the MAXIMUS Defects.
46. During the development of the MAXIMUS COLLECT System, the State granted MAXIMUS access to the source code for the existing Legacy COLLECT System and some of the interfacing Law Enforcement Resources. In preparation for the deployment of the MAXIMUS COLLECT System, MAXIMUS made information system modifications ("Modifications"), as the term "information systems" is defined in Conn. Gen. Stat. Section 4d-1(2), to the State's Legacy COLLECT System and some of the interfacing Law Enforcement Resources.
47. After MAXIMUS ceased working on the MAXIMUS COLLECT System, MAXIMUS failed to remove the Modifications. Since MAXIMUS failed to

provide the State with any documentation as to the Modifications made by MAXIMUS, the State is unable to remove the Modifications.

48. By letter dated September 17, 2007 (Exhibit D), the State demanded that MAXIMUS remove the Modifications in order return the Legacy COLLECT System and the interfacing Law Enforcement Resources computer code to the condition prior to the Modifications.
49. MAXIMUS did not remove the Modifications.
50. Section 23(b) of the Agreement obligates MAXIMUS to reimburse the State for all payments which the State makes under the Agreement and to compensate the State for all other additional costs which the State incurs in obtaining the services under the Agreement.
51. By letter dated September 17, 2007 (Exhibit D), the State demanded that MAXIMUS make the payment required under Section 23(b) of the Agreement by October 1, 2007. MAXIMUS has failed to comply with this contractual obligation to reimburse the State.
52. MAXIMUS has breached the Agreement in one or more of the following ways:
 - a. MAXIMUS failed to cure the bugs in the MAXIMUS COLLECT System;
 - b. MAXIMUS failed to deliver a fully functional MAXIMUS COLLECT System;
 - c. MAXIMUS failed to remove the Modifications from the Legacy COLLECT System and some of the interfacing Law Enforcement Resources; and
 - d. MAXIMUS failed to reimburse the State the monies owed under Section 23 (b) of the Agreement.

53. As the result of MAXIMUS' failure to deliver the MAXIMUS COLLECT System as a fully functioning product that meets all of the Agreement's requirements, the State incurred and continues to incur, among other things, the following damages:

- a. Amounts paid to MAXIMUS under the Agreement;
- b. Amounts paid directly to third parties for software and hardware required by MAXIMUS in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- c. Amounts paid to State employees, consultants and others in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- d. Amounts paid in connection with bonding in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- e. Expenses incurred to maintain the Legacy COLLECT System; and
- f. Loss of beneficial use of the MAXIMUS COLLECT System until such time as a revised Legacy COLLECT System is successfully developed and deployed.

SECOND COUNT—BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

1.- 49 The plaintiff realleges and incorporates by reference, as though fully set forth herein, the allegations contained in paragraphs 1 through 49 of the First Count.

50. Because the MAXIMUS COLLECT System did not meet the requirements of the Agreement and did not work, MAXIMUS breached the implied warranty of fitness for a particular purpose.

51. As the result of MAXIMUS' breach of the implied warranty of fitness for a particular purpose, the State incurred and continues to incur the following damages:

- a. Amounts paid to MAXIMUS under the Agreement;
- b. Amounts paid directly to third parties for software and hardware required by MAXIMUS in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- c. Amounts paid to State employees, consultants and others in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- d. Amounts paid in connection with bonding in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- e. Expenses incurred to maintain the Legacy COLLECT System; and
- f. Loss of beneficial use of the MAXIMUS COLLECT System until such time as a revised Legacy COLLECT System is successfully developed and deployed.

THIRD COUNT: NEGLIGENCE

1. - 49. The plaintiff realleges and incorporates by reference, as though fully set forth herein, the allegations contained in paragraphs 1 through 49 of the First Count.

50. By its Agreement with the State, MAXIMUS was required to perform its work with that degree of care which a skilled contractor within MAXIMUS' field of expertise should exercise under comparable circumstances in creating and delivering a workable MAXIMUS COLLECT System in that MAXIMUS had a duty to:

- a. properly or adequately supervise its employees to ensure that MAXIMUS fulfill its requirements under the Agreement;
- b. properly or adequately supervise its subcontractor to ensure that MAXIMUS fulfill its requirements under the Agreement;
- c. incorporate certain of the products into the work consistent with the requirements of the Agreement;
- d. investigate whether certain of the products incorporated into the work were suitable under the requirements of the Agreement;
- e. properly or adequately inspect its work to ensure that such work was in strict compliance with the requirements of the Agreement;
- f. properly or adequately test its work to ensure that such work was in strict compliance with the requirements of the Agreement;

- g. properly or adequately inspect the products used to ensure they were appropriate under the requirements of the Agreement;
- h. properly or adequately test the products used to ensure they were appropriate under the requirements of the Agreement;
- i. exercise due care to deliver a functional MAXIMUS COLLECT System to the State in accordance with the requirements of the Agreement; and
- j. exercise due care to perform its requirements under the Agreement in a skillful and workmanlike manner.

51. MAXIMUS was negligent in one or more of the following respects:

- a. MAXIMUS failed to properly or adequately supervise its employees to ensure that MAXIMUS fulfilled its requirements under the Agreement;
- b. MAXIMUS failed to properly or adequately supervise its subcontractor to ensure that MAXIMUS fulfill its requirements under the Agreement;
- c. MAXIMUS failed to investigate whether certain products incorporated into the work were consistent with the requirements of the Agreement;
- d. MAXIMUS failed to investigate whether that certain products incorporated into the work were suitable under the requirements of the Agreement;
- e. MAXIMUS failed to properly or adequately inspect its work to ensure that such work was in strict compliance with the requirements of the Agreement;

- f. MAXIMUS failed to properly or adequately test its work to ensure that such work was in strict compliance with the requirements of the Agreement;
- g. MAXIMUS failed to properly or adequately inspect the products used to ensure they were appropriate under the requirements of the Agreement;
- h. MAXIMUS failed to properly or adequately test the products used to ensure they were appropriate under the requirements of the Agreement;
- i. MAXIMUS failed to exercise due care to deliver a functional MAXIMUS COLLECT System to the State in accordance with the requirements of the Agreement; and
- j. MAXIMUS failed to exercise due care to perform the requirements of the Agreement in a skillful and workmanlike manner.

52. MAXIMUS' breach of its duty of care proximately caused the State to incur damages in one or more of the following ways:

- a. Amounts paid to MAXIMUS under the Agreement;
- b. Amounts paid to third parties for software and hardware required by MAXIMUS in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- c. Amounts paid to State employees, consultants and others in order to develop the MAXIMUS COLLECT System, related work, and deliverables;

- d. Amounts paid in connection with bonding in order to develop the MAXIMUS COLLECT System, related work, and deliverables;
- e. Cost to maintain the Legacy COLLECT System; and
- f. Loss of beneficial use of the MAXIMUS COLLECT System until such time as a revised Legacy COLLECT System is successfully developed and deployed.

PRAYER FOR RELIEF:

WHEREFORE THE PLAINTIFF CLAIMS:

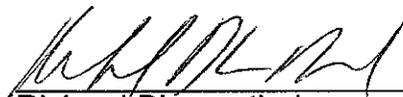
1. Damages; and
2. Such other legal and equitable relief as the Court may deem just and proper.

HEREOF FAIL NOT, BUT OF THIS WRIT, MAKE DUE SERVICE AND RETURN
ACCORDING TO LAW.

Dated at Hartford, Connecticut this 15th day of November, 2007.

STATE OF CONNECTICUT

**RICHARD BLUMENTHAL
ATTORNEY GENERAL**



Richard Blumenthal
Juris No. 403804
55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120
Tel. (860) 808-5090



STATE OF CONNECTICUT
**Department of
Information Technology**



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

March 28, 2007

Mr. Jeffrey D. Harmon, Director
MAXIMUS/Justice Solutions
11419 Sunset Hills Road
Reston, VA 20190

RE: Agreement Reference: B03-018

Dear Mr. Harmon:

The Department of Public Safety C.O.L.L.E.C.T. Unit (Department) has concluded User Acceptance Testing (UAT) and has determined that Deliverable 1.2.3 (Deliverable) as defined in the above-referenced Information Systems Processing Agreement (Agreement) is unsatisfactory and unacceptable. The Deliverable has failed the UAT.

The Department does not accept the Deliverable. Pursuant to Paragraph 7 d) of the Agreement, the Department releases the Deliverable to MAXIMUS. The Department is hereby relieved of all financial obligations therefor.

Please make arrangements to remove the Deliverable within seven (7) business days of the date of this letter. If you fail to remove the Deliverable within this time, the Department shall deem the Deliverable to be abandoned by MAXIMUS and shall take action to remove the Deliverable without further notice or obligation to you.

Very truly yours,

A handwritten signature in cursive script that reads 'Jacqueline Shirley'.

Jacqueline Shirley
Director, Contracts and Purchasing, DOIT

cc: Diane S. Wallace, CIO, DOIT
John Danaher, Commissioner, DPS
Augustus I. Cavallari, Jr., General Counsel, DOIT
Dawn Hellier, Legal Counsel, DPS

101 East River Drive • East Hartford, CT 06108-3274

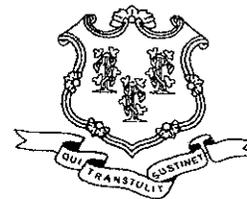
www.state.ct.us

An Equal Opportunity Employer

Exhibit A



STATE OF CONNECTICUT
**Department of
Information Technology**



March 30, 2007

VIA ELECTRONIC AND U.S. MAIL

Tim Holmes
Director of Contracts, Systems
11419 Sunset Hills Road
Reston, Virginia 20190

Re: State of Connecticut Information Processing Systems Agreement, Agreement
Reference No. B-03-018 (the "Contract")

Dear Mr. Holmes:

I am in receipt of your March 22, 2007 letter advising me of MAXIMUS's termination of the above referenced contract for convenience. As your letter alludes to, a transition plan outlining the specific steps that must be taken during the remaining contract period will have to be developed as soon as possible. We will contact you shortly to discuss the transition planning.

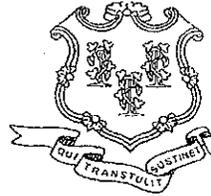
Sincerely,

Jacqueline Shirley
Director, IT Contracts & Purchasing
Department of Information Technology
State of Connecticut

Cc: Diane S. Wallace, CIO, DOIT
John Danaher, Commissioner, DPS
Augustus I. Cavallari, Jr., General Counsel, DOIT
Dawn Hellier, Legal Counsel, DPS



STATE OF CONNECTICUT
**Department of
Information Technology**



Federal Express Tracking Number 8557 5760 0492
USPS Certified Mail Number 7000 1530 0001 5168 2836, Return Receipt Requested
via USPS Express Mail Next Day Service
Via electronic mail to timothyholmes@maximus.com

May 17, 2007

Mr. Timothy Holmes
Director of Contracts, Systems
MAXIMUS, Inc.
11419 Sunset Hills Road
Reston, VA 20190

Re: Notice of Contract Termination
Contract Award No. B-03-018

Dear Mr. Holmes:

The State of Connecticut Department of Information Technology ("DOIT") and MAXIMUS, Inc. ("MAXIMUS") entered into an Information Processing Systems Agreement (the "Agreement") effective October 16, 2003 for the use and benefit primarily of the Department of Public Safety ("DPS"). As of the date of this letter the Agreement remains unabated and continues in full force and effect. Pursuant to the terms of the Agreement and all documents incorporated into the Agreement by reference, MAXIMUS is required, among other things, to bring the Connecticut On-Line Law Enforcement Teleprocessing System ("COLLECT") up to National Crime Information Center 2000 standards. After careful review of MAXIMUS' performance to date, pursuant to Section 23(b) of the Agreement the undersigned hereby notify MAXIMUS that DOIT and DPS (collectively, "the State") are terminating the Agreement for cause due to MAXIMUS' material defaults. In accordance with Section 23(b), this termination is effective thirty (30) days after MAXIMUS receives this notice of termination, which effective date is June 18, 2007.

In August 2006, MAXIMUS submitted the COLLECT application to the State for acceptance testing. However, the State was forced to reject many deliverables for their failure to conform to established requirements. These failures occurred and persisted despite the requirement in the request for proposals ("RFP") that the new COLLECT System have at a minimum the diverse flexibility and functionality of the legacy COLLECT System (section 6.1.2 of the RFP's Technical and Functional Requirements requires the new system to "provide all of the current application functions plus all of the new features of NCIC2000 . . . over CJISNET."). These failures also occurred and persisted despite MAXIMUS' response to this RFP Section. MAXIMUS' response, found in section 6 of its proposal, is as follows: "The MAXIMUS COLLECT solution satisfies all user requirements. Therefore, we have answered affirmatively to all requirements throughout this section."

101 East River Drive • East Hartford, CT 06108-3274

www.state.ct.us

An Equal Opportunity Employer

Exhibit B

The extent of MAXIMUS' material defaults under the Agreement is extensive and well documented. Some system features do not work at all and others function unsatisfactorily, such that if the new COLLECT system were to be used, the resulting delays in data retrieval and incorrect search results would, in either case, jeopardize the safety of law enforcement officers in the field. The State has been notifying MAXIMUS on an on-going basis of all of those failures through the use of Microsoft "Sharepoint" collaboration software, which allows all parties to catalogue and track identified system bugs and other issues. The State has not waived any these failures, unless it has done so specifically by a duly authorized representative in a written communication to MAXIMUS. These defaults include but are not limited to the following: a comprehensive failure to incorporate the functionality of the existing COLLECT legacy system into the new system; substantial inferior performance in speed and reliability of queries and search results in the new system compared to those of the current legacy system; and approximately 800 defects in the new product. The Sharepoint entries document hundreds of instances of MAXIMUS' failure to perform, which the State is entitled to have corrected. Again, MAXIMUS is aware of these failures through its use of Sharepoint and while it is impractical to detail in this letter all of those particular instances of failure to perform, a representative sample of failures is set forth in the attached Schedule A, but not by way of limitation, and in no specific order of importance.

Notwithstanding having received your letter to Ms. Jaqueline Shirley, dated March 22, 2007, purporting to terminate the Agreement effective ninety days from then, or June 20, 2007, the State is taking this action because the Agreement continues in force and effect. Your purported letter of termination is an ineffectual attempt to deprive the State of paid-for bargained performance by abandoning, contrary to your contractual obligations, your unfinished work on the project and your responsibilities under the Agreement. Especially after receiving and enjoying the benefits provided by the State under the Agreement, being paid more than \$3,100,000 for services alone, excluding hardware, and after realizing your performance failures, your letter of March 22, 2007 does not excuse MAXIMUS from any of its contractual obligations and responsibilities under the Agreement, nor does the letter impair any of the State's remedies for MAXIMUS' failure to provide the State with a product that fully complies with the requirements of the Agreement. Considering that the collective deliverables do not work, this action places the State in the untenable position of having spent nearly \$6 million, in the aggregate, on a project with no usable product to justify the expense.

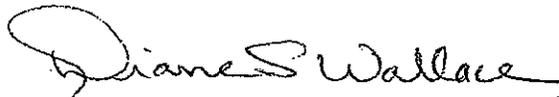
MAXIMUS' notice of purported termination is dated only seven days after its March 15, 2007 letter to DPS concerning MAXIMUS' subcontractor, Advanced Technology Systems ("ATS"). In its March 15th letter, MAXIMUS notified the State that ATS was terminating its contract with MAXIMUS for the Connecticut COLLECT project. In its proposal, MAXIMUS prominently showcased ATS for its technologically advanced public safety products, including the ATS Pyramid Public Safety solution and ATS' partnering with the National Law Enforcement System ("NLETS") to develop the next generation of XML web services across the operational NLETS network. The State awarded the Agreement to MAXIMUS based in large measure on ATS' participation. Without the ability to draw upon ATS' expertise for the COLLECT project, the timing of the two letters appears to be an admission that MAXIMUS no longer desires to perform as required in the Agreement. Even without ATS' expertise, MAXIMUS remains obligated to fully and completely perform its obligations under the Agreement.

To date, MAXIMUS has failed to deliver the new COLLECT System in full accordance with the terms and conditions of the Agreement. The State is taking this action to terminate after repeated meetings and written communications between the parties which have failed to ameliorate MAXIMUS' consistent inability to deliver a functioning system that meets even the most basic, fundamental requirements identified and agreed to by both parties at the onset of this project.

Unless MAXIMUS timely cures the defaults identified in Sharepoint and Schedule A, the State intends to exercise all of the rights that it may have available at law, in equity or in contract, including, but not limited to, the right set forth in Section 23(b) of the Agreement concerning reimbursement "of all moneys paid . . . under this Agreement and . . . for any additional costs reasonably incurred by . . . [DPS] in obtaining such services[.]" By exercising the particular rights set forth in this letter, the State is not waiving any other rights or remedies of any kind available to DOIT or DPS.

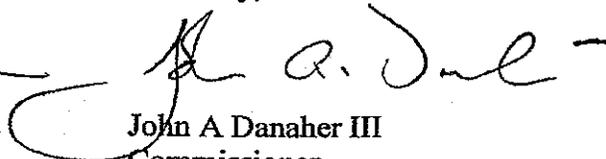
Please contact Ms. Jacqueline Shirley at your earliest convenience to discuss how MAXIMUS intends to proceed if the intent is to cure the default. You can reach her by telephone at 860.622.2327 and via e-mail at Jacqueline.shirley@ct.gov. For all other purposes, you should communicate directly and exclusively with DOIT counsel Augustus Cavallari. You can reach him by telephone at 860.622.2406 and via e-mail at Augustus.cavallari@ct.gov. If MAXIMUS will not be able to cure, you should expect communications from the State in the near future to discuss turning over to the State everything that is State property.

Sincerely,



Diane Wallace
Chief Information Officer
Department of Information
Technology

Sincerely,



John A Danaher III
Commissioner
Department of Public Safety

cc: Dawn Hellier, DPS
Lt. Col. Cheryl Malloy, DPS
Augustus Cavallari, DOIT
Jacqueline Shirley, DOIT
Nancy Arnold, AGO
Henri Alexandre, AGO

SCHEDULE A
TO TERMINATION FOR CAUSE LETTER
CONCERNING
AGREEMENT WITH MAXIMUS, INC. FOR COLLECT SYSTEM
REPRESENTATIVE SAMPLE OF PERFORMANCE FAILURES

The following table sets forth the meaning of various terms and acronyms used in this Schedule A.

ACRONYM OR TERM	MEANING
300 Number	When a someone's right to obtain a license or register a vehicle has been suspended, DMV assigns a number to that person beginning with the digits "300"
CCH	State Police Criminal History File
CJIS	Connecticut's Justice Information System
CSA	CJIS Systems Agency
DOB	Date of birth
DOC	Department of Correction
FBI	Federal Bureau of Investigation
FLQW	A particular screen in the COLLECT System
GETM	Get Message. A particular screen in the COLLECT System
ID	Identification
NCIC	National Crime Information Center
NLETS	National Law Enforcement Telecommunication System
OBTS	Offender Based Tracking System
OLN	Operator License Number
ORI	Originating Agency
Phonetic Search	Using queries designed to retrieve multiple spellings
POR	Protective Order Registry
PRAWN	Paperless Re-arrest Warrant Network
QV	Query of Vehicle
QW	Query Wanted
REG	Registration
SPALL	State Police All. A reference exclusive to State Police locations.
SPRC	State Police Record Check
SOR	Sex Offender Registry
SSN	Social Security Number
Supervising Officer	Individual responsible for supervising persons whose activities are subject to monitoring
UAT	User Acceptance Testing
VIN	Vehicle Identification Number

The following chart concerns the "FL02" screen.

	Legacy COLLECT System Functionality	Corresponding Failure in MAXIMUS COLLECT System
1.	Response time to queries does not exceed 10 seconds. Current average time is less than 2 seconds.	MAXIMUS proposal promised a less than 2 <u>second</u> response time, yet system often exceeds 2 <u>minutes</u> response time and fails to meet the NCIC 2000 requirements.
2.	With Connecticut passenger plate queries, the information is sent to DMV. The REG is matched and the registered owner's name, DOB and the VIN are returned. This data are sent to COLLECT, NCIC, and PRAWN. DMV data and recent inquiries are displayed based on the REG that was run.	With same query, the REG is sent to NCIC and COLLECT only. The information is not sent to DMV to obtain the name of the registered owner or the VIN, so, the system only checks what is keyed in. This requires users to run four separate inquiries to obtain the same information that the legacy COLLECT gives them with one inquiry. This is contrary to the approved Detail Design, at sec. 1.2.2 page 3-145 – 150.
3.	Allows Phonetic Search of DMV records.	This functionality is not available.
4.	Allows queries using the numeric codes that DMV assigns to the different types of Connecticut non-passenger plates – combination, commercial, motorcycle, trailer, etc. DMV codes do not match the codes in the NCIC Code Manual.	This functionality is not available. User must know the corresponding NCIC Type code for the plate. This means that to run a combination plate, the user must know that <u>ALL OTHERS</u> type code = ZZ and must be used. Using ZZ instead of DMV codes may cause the response to be delayed because it may require a manual search at the DMV communications center.
5.	DMV response spells out the record status.	DMV response only provides internal DMV numeric code
6.	When querying a Connecticut VIN, the information is sent to DMV and the VIN is matched and the registered owner's name, DOB and REG are retrieved and sent to COLLECT and NCIC. The name and DOB are sent to PRAWN. We display the DMV information based on the VIN that was run. We also display recent inquiries (instate and out of state). We get a Phonetic Search of DMV records.	With same query, although the VIN is sent to DMV, the REG, the VIN and the primary registered owner's name and DOB are not retrieved for a COLLECT and NCIC check. There is no stolen vehicle check by REG, a person check by the registered owner's name, or a PRAWN check. Here again, the user is required to run three or four inquiries to get the information the legacy provides with one.

7.	Allows a query of COLLECT, NCIC and DMV using partial VIN (first few digits). The DMV information includes all matching records in their file. All registration information based on the partial part of the VIN.	Only allows a search of NCIC, COLLECT (QV) and recent inquiries. The DMV search comes back with "no records found" for that partial VIN.
8.	Allows a query of COLLECT, NCIC and DMV using partial VIN (last 8 digits).	Provides a search of NCIC, COLLECT (QV) only.
9.	A VIN and a Region Code (A1-H1) query in the State field will send the VIN to CT, ME, MA, NH, RI, VT. Each state will respond. VIN is also sent to COLLECT and NCIC.	Same query results in the following error message: "PLEASE ENTER A VALID STATE CODE"
10.	A Name, DOB, SEX and a Region Code (A1-H1) query in the State field (Region A1 inquiry) will send the VIN to CT, ME, MA, NH, RI, VT. Each state will respond. Name and DOB is also sent to COLLECT and NCIC.	Same query results in the following error message: "PLEASE ENTER A VALID STATE CODE"
11.	With a driver's license number query, COLLECT grabs the name and DOB from DMV. There is a COLLECT search on the OLN, name and DOB found in the DMV record. NCIC searches on the OLN, name and DOB. The name and DOB are also searched on PRAWN. The COLLECT search is COLLECT recent inquires (instate and out of state).	The query is sent to DMV only. There is no inquiry sent to NCIC, COLLECT or PRAWN.
12.	With an OLN check, COLLECT checks the OLN against all in state person records (wanted person, missing person, sex offender, etc.) and also sends the OLN to NLETS	OLN checks sent to NLETS only. There is no in state checks based upon the OLN.

13.	With a REG query by name, if there is only one matching record in DMV, the REG, the VIN and the primary registered owner's name and DOB are pulled and are all sent to COLLECT, and NCIC. The name and DOB are sent to PRAWN. We display the DMV information based on the owner's name. We also display recent inquiries (instate and out of state)	Queries the COLLECT system only based upon the name keyed in. No NCIC or PRAWN searches. DMV is searched only by an exact match, making the search unforgiving of typos and other simple errors, which result in a negative response.
14.	Allows name and partial DOB queries. Retrieves all possibilities.	Not able to test, wildcards not working at this time
15.	REG query by last name allows search by last name, comma, and question mark. The response provides REG information based on a Phonetic Search of the last name. No limit on number of results retrieved. If there are 1000 records, users can view them all.	Query by last name results in a DMV REG response indicating this exceeds the capacity of the system. Maximum number of records that can be returned is 200. The OLN result shows responses sorted by month, and then by year of birth. It only provides exact matches on name. There is no Phonetic Search.
16.	With a REG query by name and DOB, when there are multiple vehicles registered to that person, the legacy system searches NCIC on the name and DOB, COLLECT on the name and DOB, and PRAWN. It also searches DMV, providing REG on current and cancelled vehicles associated with that name and DOB.	Searches NCIC on the name and DOB, COLLECT person files by the name and DOB, and PRAWN. Also provides OLN from DMV files. DMV response does not provide vehicle status (valid, canceled, etc) also some data is missing such as emissions due date.
17.	With a REG query by name and DOB when there is only one vehicle registered to the person, the system searches DMV files and returns the REG and VIN. The REG, VIN and the owner's name and DOB are sent to NCIC and COLLECT. It also provides a search of PRAWN and recent inquiries and provides REG information from DMV files.	Same query searches NCIC by name and DOB only. The COLLECT search was by name and DOB only. There was a PRAWN search and recent inquiries search. It gives the REG information and the operator license information as found in the DMV files. Does not search DMV files by REG or VIN.

18.	COLLECT will search a name and a partial DOB using just the month, day or year or any combination of the 3. If querying by year the system will retrieve a list matching names with DOBs of the year keyed in.	Same query results in the following error message: Microsoft VBScript runtime error '800a000d' Type mismatch: '[string: "1983*"]' /sqlpks/PersonVehicleRequest.asp, line 105
19.	The existing system searches REGs by "company name, *." This is just a Connecticut DMV check.	Does not allow queries by company name. Same query results in response that DMV exceeds the search capacity. The driver response indicates no records found.
20.	System allows queries using DMV's 300 Numbers.	Queries by the 300 Numbers provided no information.
21.	Query by name and DOB provides information from the REG files, Searches COLLECT, NCIC, PRAWN and DMV.	Query by name and DOB, under the Driver and REG Information section provides information from both the REG files and the operator's license files. Clicking on the driver information and the response comes back to the bottom of the response queue instead of at the top. There are inconsistencies in the response queues displays. Because of the inconsistencies, one is never sure where to find the response to the most recent check. From the driver response, using the "ALL" option from the secondary inquiry option does not work.
22.	Query by OLN or name will provide address and license status.	Same query <u>does not</u> provide the address or license status.
23.	REG check provides a numeric vehicle class code.	REG check provides a new alphabetic class code that is incompatible with the existing numeric class codes. There is a field labeled "status" that no one knows what it is.

The following chart concerns the FLQW screen.

	Legacy FLQW Screen Functionality	Corresponding Failure in MAXIMUS FLQW Screen
1.	Allows SSN queries	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
2.	Allows OLN queries and get a search of COLLECT.	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
3.	Allows queries of miscellaneous numbers	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
4.	Allows queries of FBI numbers	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
5.	Allows a REG-only query and receive both a COLLECT and NCIC search	Same query searches COLLECT only, not NCIC. To force an NCIC search on this screen both the REG and state code are needed.
6.	Allows queries by zip code	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
7.	Allows queries by zip code and street	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
8.	Allows queries by ORI and date entered	Same query results in the following message: "Failure error: The CTC-QW transaction must contain one of the following – query criteria in order to perform a wanted person inquiry, against the collect data base: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/VCO/VST/VYR, NAM/OCA, ORI/OCA/DA."

9.	Allows queries by ORI and an agency case number	<p>Same query results in the following message:</p> <hr/> <p>COLLECT/NCIC Inquiry Results (1 Hits)</p> <hr/> <table border="0"> <tr> <td>Inquiry To</td> <td>NLETS.No,</td> <td>NCIC No,</td> <td>COLLECT Yes,</td> <td>PRAWN No</td> </tr> <tr> <td>Date/Time</td> <td>System</td> <td>Type</td> <td>Flags</td> <td>Details</td> </tr> </table> <table border="0"> <tr> <td>1/17/2007</td> <td>COLLECT</td> <td>CTC-QW</td> <td></td> <td></td> </tr> <tr> <td>1150</td> <td></td> <td></td> <td></td> <td>Failure ERROR: The CTC-QW transaction must contain one of the following query criteria in order to perform a Wanted Person Inquiry against the COLLECT Database: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/VCON/ST/YR, NAM/OCA, ORI/OCA/DA</td> </tr> </table>	Inquiry To	NLETS.No,	NCIC No,	COLLECT Yes,	PRAWN No	Date/Time	System	Type	Flags	Details	1/17/2007	COLLECT	CTC-QW			1150				Failure ERROR: The CTC-QW transaction must contain one of the following query criteria in order to perform a Wanted Person Inquiry against the COLLECT Database: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/VCON/ST/YR, NAM/OCA, ORI/OCA/DA
Inquiry To	NLETS.No,	NCIC No,	COLLECT Yes,	PRAWN No																		
Date/Time	System	Type	Flags	Details																		
1/17/2007	COLLECT	CTC-QW																				
1150				Failure ERROR: The CTC-QW transaction must contain one of the following query criteria in order to perform a Wanted Person Inquiry against the COLLECT Database: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/VCON/ST/YR, NAM/OCA, ORI/OCA/DA																		
10.	Allows queries by ORI and partial date and get a search from COLLECT	<p>Same query results in the following message:</p> <p>“Date entered has an invalid value according to its data type.”</p>																				
11.	Allows query by REG ONLY and retrieves a response from COLLECT and NCIC.	Same query only checks COLLECT, not NCIC.																				
12.	Allows queries by partial VIN and retrieves a response from COLLECT and NCIC.	Same query only checks COLLECT, not NCIC.																				
13.	When you run an “NCIC number” on a vehicle record, the system will search NCIC for the vehicle data.	<p>Same query results in the following message (instead of displaying the record, it searches QW only, not QV):</p> <p>REJECT RESPONSE REJECT - NIC PREFIX DOES NOT AGREE WITH MESSAGE KEY 1N010000068529.QW.CT0014400.NIC/V072022497.IND/Y NCIC Number: V072022497 - NIC PREFIX DOES NOT AGREE WITH MESSAGE KEY 1N010000068529.QW.CT0014400.NIC/V072022497.IND/Y</p>																				
14.	Allows query by make of vehicle and any two or more additional fields on the vehicle description line and retrieve a response form COLLECT.	Same query yields same results as long as no more than two fields are queried. Querying more than two fields results in duplicate responses (the same response twice).																				

The following chart concerns the GETM Screen.

	Legacy COLLECT GETM Screen	Corresponding Failure in MAXIMUS GETM Screen
1.	Allows scanning through all messages sent over COLLECT and NLETS within the previous eight weeks.	This functionality is not available.
2.	Allows display of messages using a Connecticut message number.	This functionality is not available.
3.	Allows every free text message to be assigned a Connecticut message number and thereafter to be retrieved using this number by any COLLECT terminal. The message number indicates the message was sent.	No ability to acknowledge that the message was sent.
4.	All messages are assigned a COLLECT ID Connecticut message number.	This functionality is not available.
5.	Allows modification of sent messages and resending them.	This functionality is not available.
6.	Allows users to list the number of times a message is re-routed and indicate to whom it was addressed.	Allows re-routing of messages, however there is no easy way to determine how many times it was resent and to whom it was addressed.
7.	Allows retrieval of messages based on file type, plates, vehicles, wanted persons, hit and run, administrative messages (SPALL), general police information, etc.	This functionality is not available.
8.	Allows scanning through messages based on a specific address.	This functionality is not available.
9.	Allows scanning through messages going forward or backward.	This functionality is not available.
10.	COLLECT allows us to reroute a message.	This functionality is not available.
11.	Only the OA and the CSA have the capability to alter a message. It cannot be altered by other agencies.	The security of this functionality is not available.

The following concern miscellaneous issues:

1. Legacy COLLECT system allows user to use just one screen to request and print a criminal record SPRC. MAXIMUS COLLECT system requires four steps to request a criminal history. To print the rap sheet requires the user to page forward and print each page separately.
2. Legacy COLLECT System allows date and time stamps on inquiries, responses or entries. This is an important functionality since these are legal documents and are used in court cases. This functionality is not available in the MAXIMUS COLLECT system.
3. Bug fixes created other bugs. Name searches were producing hits on the Supervising Officers in the Supervised person's file. The Supervising Officer should not show up as a hit in the system. This problem appeared after the fix for the Missing Person Associate name was sent back to be retested.
4. Message queues - There is limited information displayed on unsolicited messages. User cannot identify what type of incoming message they are dealing with.
5. My inquiry Message queue -The order of messages in the response queues has no standard. They are not always in the same order. Sometimes the most recent response is at the top, the middle or the bottom. The queues should be in chronological order.
6. Print function - There is no easy way to print the screens. This problem is found in the My inquiry Message queue, unsolicited messages or response queues. User cannot print the entire message in the queue. Only the first 20 to 28 lines will print no matter what the user does to work around the printing issue.
7. We must continually review the field order on the screens because the results of the queries are not displayed in chronological order, which has an impact on the workflow.
8. Keyboard mapping - The use of the backspace key is inconsistent. Sometimes the backspace key erases characters and sometimes it navigates to a different screen and sometimes. The space bar acts as an enter key on a few screens.
9. Some drop down menus are difficult to use. Some drop downs are listed in alphabetical order, and some are not.
10. Data entry and inquiry drop down menus - Some drop down menus the code provide explanation, and some show numeric or alpha codes. Both should be displayed in a logical, user-friendly order. Using the drop down menus the user should not be required to look a code to determine its meaning.
11. Some screens provide help files and others do not.
12. The help file information does not provide clear directions or clear instructions to resolve a problem. Help information often fails to provide substantive help.
13. Users cannot remove fraudulent and supplemental data at the same time from the person file records. The data has to be removed one at a time. Legacy COLLECT System allows users to delete all fraudulent and supplemental fields at one time.
14. Records are sometimes accepted in NCIC and rejected in the COLLECT System. This should never happen; the two systems must always be in synch. This process will cause COLLECT and NCIC records to be out of synch. Exacerbating this synchronicity failure is that users cannot modify

the records to correct the problem. Current COLLECT does not allow a record to be sent to NCIC before it has been verified and accepted in COLLECT; keeping the two systems in synch.

15. In the legacy COLLECT System, if a user keys in an invalid code in a field and hits the enter key, legacy COLLECT will highlight the incorrect data and allow the user to re-key the correct code and resubmit the entry. The MAXIMUS COLLECT system appears to accept the entry, then returns an error message stating "record failure" without indicating the incorrect entry, thereby forcing the user to start entering the entire record from scratch.

16. Lack of flexibility and functionality in editing often results in an inordinate amount of time spent entering records. In one instance, entering a single missing person record took a day and a half.

17. The legacy COLLECT System allows queries by record type so that users may look at all wanted persons, stolen vehicle and other entries. This is very desirable investigative tool. This functionality is not available with the MAXIMUS COLLECT system.

18. The system response time of the MAXIMUS COLLECT system is inadequate. The response should come back within 10 seconds, but does not. When a request is submitted and there is no immediate response, the user must continually press the refresh key in order to force a response.

19. Legacy COLLECT System allows users to access approximately 115,000 records that are active today, some going back nine years. These records are accessed using seven-digit Connecticut message numbers. The MAXIMUS COLLECT system does not allow the retrieval of any of these legacy COLLECT records that have seven-digit Connecticut message numbers. COLLECT and NCIC have similar retention periods. A wanted person record will remain on file in COLLECT for 9 years and indefinitely in NCIC. Users will not have access to the 115,000 valid records currently in the system.

20. The MAXIMUS COLLECT system does not allow the free text messaging to word wrap. The message shows up with only the characters that fit on the left side of the screen. The bulk of the message is lost in cyberspace.

21. Agencies receive messages from other in-state and out of state agencies and messages intended as national alerts. These messages are often unsolicited. The MAXIMUS system will display these messages in a users queue randomly, not in chronological order, so that a message received at 3:00 PM may be displayed among messages received in the morning.

SUMMONS - CIVIL

(Except Family Actions)
 JD-CV-1 Rev. 1-2000
 C.G.S. § 51-346, 51-347, 51-349, 51-350, 52-45a,

STATE OF CONNECTICUT
SUPERIOR COURT
 www.jud.state.ct.us

INSTRUCTIONS

1. Type or print legibly; sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

"X" ONE OF THE FOLLOWING:
 Amount, legal interest or property in demand, exclusive of interest and costs is:

less than \$2,500
 \$2,500 through \$14,999.99
 \$15,000 or more

("X" if applicable)
 Claiming other relief in addition to or in lieu of money or damages.

RETURNDATE (Mo., day, yr.)
 (Must be a Tuesday) 9/4/2007

JUDICIAL DISTRICT HOUSING SESSION G.A. NO. _____

AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349)
 Hartford

CASE TYPE (See JD-CV-1 c)
 Major C Minor 90

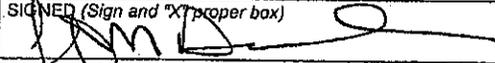
ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346, 51-350)
 95 Washington Street, Hartford, CT 06106

TELEPHONE NO. (with area code)

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	Maximus, Inc., 11419 Sunset Hills Road, Reston, Virginia 20190			01
Additional Plaintiff				02
FIRST NAMED DEFENDANT	Advanced Technology Systems, Inc. a/k/a Advanced Technology Systems of Virginia, Inc., 7915 Jones Branch Drive, McLean, Virginia 22102			50
	AGENT FOR SERVICE: CT Corporation System, One Corporate Center, Floor 11, Hartford, CT 06103			51
Additional Defendant				52
Additional Defendant				53

NOTICE TO EACH DEFENDANT

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE 8/10/2007 SIGNED (Sign and "X" proper box)  Comm. of Superior Court TYPE IN NAME OF PERSON SIGNING AT LEFT
 Assistant Clerk Jennifer M. DelMonico

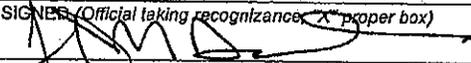
FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF PRO SE (No., street, town and zip code)
 Murtha Cullina LLP, 185 Asylum Street, Hartford, CT 06103

TELEPHONE NUMBER (860) 240-6000 JURIS NO. (If atty. or law firm) 040248

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No., street, town and zip code)
 Anita Gawronski, 49 Mulberry Street, Naugatuck, CT 06770

SIGNATURE OF PLAINTIFF PRO SE

PLFS. 1 # DEFS. 1 # CNTS. 6 SIGNED (Official taking recognizance, "X" proper box)  Comm. of Superior Court For Court Use Only
 Assistant Clerk FILE DATE

- IF THIS SUMMONS IS SIGNED BY A CLERK:
- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts,
 - b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
 - c. The Clerk is not permitted to give any legal advice in connection with any lawsuit,
 - d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above: SIGNED (Pro Se Plaintiff) DATE SIGNED DOCKET NO.

American LegalNet, Inc.
 www.FormsWorkflow.com

RETURN DATE: SEPTEMBER 4, 2007

MAXIMUS, INC.	:	SUPERIOR COURT
	:	
v.	:	JUDICIAL DISTRICT OF
	:	HARTFORD AT HARTFORD
ADVANCED TECHNOLOGY	:	
SYSTEMS, INC. a/k/a ADVANCED	:	
TECHNOLOGY SYSTEMS OF	:	
VIRGINIA, INC.	:	AUGUST 10, 2007

COMPLAINT

FIRST COUNT: Breach of Contract – Specific Performance

1. Plaintiff MAXIMUS, Inc. (“MAXIMUS”) is a corporation organized and existing under the laws of Virginia. MAXIMUS is engaged in the business of rendering consulting and program management services to governments.

2. Defendant Advanced Technology Systems, Inc. a/k/a Advanced Technology Systems of Virginia, Inc. (“ATS”) is a corporation organized and existing under the laws of Virginia. ATS is an information technology company.

3. On or about October 22, 2002, the State of Connecticut’s Department of Information Technology (“DOIT”) issued Request for Proposal No. 023-A-25-7012 (“RFP”) for the upgrade of its Connecticut Online Law Enforcement Communications Teleprocessing (“COLLECT”) System. The COLLECT System is a law enforcement messaging switching and database system that facilitates the exchange of, and up-to-date access to, state and

national criminal justice information, including information related to wanted persons, stolen property, criminal histories, protective orders, sex offender registrations, correctional status, and motor vehicle licenses and registrations, between criminal justice users such as law enforcement officers and prosecutorial, judicial, and corrections staff at all levels of government.

4. At the time DOIT issued the RFP, the COLLECT System was nearly 30 years old. The upgrade was intended to make the COLLECT System more user-friendly and to comply with federal standards.

5. After DOIT issued the RFP, ATS contacted MAXIMUS and inquired whether MAXIMUS was interested in partnering with ATS, as software subcontractor, to respond to the RFP.

6. In these discussions, ATS touted its Pyramid XML Message Router and Pyramid XN2 products. ATS represented that the Pyramid XML Message Router, also known as "XMR", facilitates the exchange of information between law enforcement entities using XML and Web Services technology and that it was the only message switch product that supported XML at the time. ATS represented that the Pyramid XN2 provides low cost browser access to the Connecticut State Databases, the National Law Enforcement Telecommunications System ("NLETS") and the National Crime Information Center

("NCIC"), and that there was a high fit with the XN2 browser and the requirements of the State of Connecticut ("State").

7. ATS represented to MAXIMUS that it would provide the Pyramid XML Message Router and Pyramid XN2 products for the upgrade of the COLLECT system, and would customize the products to support the State's specific requirements.

8. Based on these representations MAXIMUS decided to partner with ATS to prepare a response to the RFP, and to use ATS as a subcontractor on the project should MAXIMUS win the bid.

9. In its response to the RFP, MAXIMUS indicated that ATS would be its subcontractor on the project. ATS drafted several parts of the proposal. It described its Pyramid XML Message Router and Pyramid XN2 products as "technologically advanced public safety products." ATS described the capabilities of the current products and the customization it proposed to address the State's requirements. ATS also participated in oral presentations and demonstrations to the State.

10. DOIT awarded the project to MAXIMUS.

11. DOIT and MAXIMUS entered into an Information Processing Systems Agreement effective as of October 16, 2003 ("Prime Contract").

12. MAXIMUS and ATS entered into a Subcontractor Agreement effective as of the date services were initially rendered by ATS in support of the Prime Contract

(approximately November 1, 2003). The Subcontractor Agreement, which is attached as Exhibit A hereto, provides in Section 19(d) that "the sole venue for legal actions related to [it] shall be the state and U.S. Federal courts for the State of Connecticut."

13. Under Section 4 of the Subcontractor Agreement, the Agreement is effective through the term of the Prime Contract, unless earlier terminated by either party.

14. Under Section 5 of the Subcontractor Agreement, the only circumstance under which ATS could terminate the Agreement is "if [MAXIMUS] is in default of any material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from [ATS] specifying such default."

15. MAXIMUS did not default on any material obligation under the Subcontractor Agreement.

16. Nevertheless, in a letter dated February 8, 2007, ATS claimed that MAXIMUS breached the Subcontractor Agreement and sought to commence the 30-day cure period set forth in the Subcontractor Agreement.

17. On March 14, 2007, ATS purported to terminate the Subcontract Agreement.

18. Since ATS purported to terminate the Subcontract Agreement, ATS has done no work on the project other than to transition project assets to MAXIMUS.

19. On March 22, 2007, MAXIMUS sent DOIT notice of its intent to terminate the Prime Contract for convenience. Pursuant to the Prime Contract, such termination for convenience would be effective 90 days later, on June 20, 2007.

20. By letter dated March 30, 2007, DOIT requested that MAXIMUS prepare a transition plan as required by Conn. Gen. Stat. § 4d-44, and as required by Section 1 of the Prime Contract in the event of a termination for convenience.

21. On April 11, 2007, MAXIMUS sent a Transition Plan to the State as a means of providing a framework for the professional and orderly transition of the work product developed for the upgrade of the COLLECT system from MAXIMUS to the State.

22. On May 17, 2007, DOIT purported to send MAXIMUS notice of its intent to terminate the Prime Contract for cause. Pursuant to the Prime Contract, if DOIT had any basis for terminating the Prime Contract for cause, such termination would have been effective 30 days later, on June 16, 2007. In light of the earlier termination for convenience notice sent by MAXIMUS to DOIT, MAXIMUS disputes DOIT's ability to terminate the Prime Contract for cause.

23. In the interest of facilitating discussions to resolve the differences between the parties, MAXIMUS and DOIT agreed to extend the dates for each party's purported termination to August 20 and August 18, respectively.

24. The basis for DOIT's purported termination is MAXIMUS's alleged failure to complete the upgrade of the COLLECT System under the Prime Contract. To the extent MAXIMUS has not completed the upgrade of the COLLECT System under the Prime Contract, that is due to ATS's failure to perform under the Subcontractor Agreement, as described in more detail below.

25. Currently, MAXIMUS is actively working with DOIT to develop a mutually-acceptable plan to complete the COLLECT System.

26. The Subcontractor Agreement is a valid and binding contract between MAXIMUS and ATS.

27. MAXIMUS has performed all of its obligations to ATS under the Subcontractor Agreement.

28. Section 1(a) of the Subcontractor Agreement requires ATS "to render services and provide products to MAXIMUS in furtherance of the Prime Contract . . ."

29. In Section 8 of the Subcontractor Agreement, ATS warranted and represented that it possessed "the special skill and professional competence, expertise and experience to undertake the obligations" imposed by the Subcontractor Agreement.

30. In Section 8 of the Subcontractor Agreement, ATS further agreed "to perform in a diligent, efficient, competent and skillful manner commensurate with the customary

standards of the profession, and to devote such time as is necessary to perform the services required" under the Subcontractor Agreement.

31. ATS breached all of these provisions.

32. ATS failed to perform services in a "diligent, efficient, competent and skillful manner commensurate with the customary standards of the profession" because it failed to provide products and perform services in a timely manner. ATS routinely missed deadlines for deliverables and it consistently completed work late, frequently many months after performance was due.

33. In addition, when ATS did perform, the products and services it provided were of inferior quality.

34. For example, ATS's Pyramid XN2 product did not function properly. It did not form and process all of the required queries and responses. It did not validate data entered by a user and did not form data entry, maintenance, and query transactions correctly. There were significant errors in the code, as well as portions of the code that were incomplete. The user interface of the Pyramid XN2 product was also unsatisfactory. It did not have a consistent presentation. Similar data entry fields worked differently from one screen to another, making the product difficult to use.

35. Furthermore, ATS did not have an adequate product quality assurance process. Frequently, ATS reported that it had fixed reported defects in the Pyramid XN2 product, but

the defects still existed. There were also numerous occasions when ATS fixed a reported defect, but the fix caused other defects or caused previously installed fixes to revert to a deficient state.

36. ATS failed "to devote such time as is necessary to perform the services" as required under the Subcontractor Agreement because it did not dedicate enough staff resources to the COLLECT system upgrade, and the staff ATS did assign to the project lacked the skills and abilities required for the project.

37. In the RFP process, ATS submitted the resumes of senior, experienced staff and claimed those staff members would be on the project team. The majority of these staff members were not assigned to the project. The majority of the staff that ATS did assign to the project did not have the skills and experience of the staff that ATS claimed would be assigned. Specifically, the majority of the staff assigned to the project were junior staff members who lacked an understanding of the subject matter of the project and had limited or no experience with the ATS products at issue. In addition, ATS failed to dedicate a sufficient number of staff to meet ATS's obligations on a timely basis.

38. ATS's failure to dedicate the requisite staff resources to the COLLECT system upgrade resulted in significant project delays and prevented the defects in the Pyramid XN2 product from being corrected in a proper and timely manner.

39. ATS also failed to render services and provide products to MAXIMUS in furtherance of the Prime Contract by purporting to terminate the Subcontractor Agreement when it had no good faith basis for doing so, and unilaterally ceasing its performance under the Subcontractor Agreement.

40. By all of this conduct, ATS breached the Subcontractor Agreement.

41. MAXIMUS has been damaged by ATS's breaches.

42. As a result of ATS's breaches of contract, the State and DOIT are threatening to sue MAXIMUS for allegedly failing to perform under the Prime Contract and MAXIMUS is being unfairly attacked in the media and before the Connecticut legislature.

43. MAXIMUS's reputation is being irreparably harmed by these unfounded attacks. MAXIMUS will continue to be irreparably harmed unless this Court grants the equitable relief of specific performance, thereby requiring ATS to perform all of its obligations under the Subcontractor Agreement.

44. The services and products that MAXIMUS contracted for ATS to provide are of a special, peculiar and unique value and character.

45. MAXIMUS has no adequate remedy at law.

SECOND COUNT: Breach of Contract – Damages

1-42. MAXIMUS hereby incorporates Paragraphs 1 through 42 of the First Count as if fully set forth herein.

43. To the extent MAXIMUS can be compensated monetarily for the breaches outlined in the First Count, MAXIMUS has suffered and will suffer money damages.

44. To the extent ATS is not ordered to specifically perform the Subcontractor Agreement, MAXIMUS will suffer money damages, including but not limited to the fees and expenses MAXIMUS will incur to develop, license, or otherwise obtain the right to use software in the place of the Pyramid XML Message Router and Pyramid XN2 products, or to attempt to fix those products so they can be used for the COLLECT system upgrade.

45. In addition, to date, MAXIMUS has paid ATS a total of \$1,924,813.09 for products, services, travel expenses, license fees, and maintenance fees. A substantial portion of this amount was for products and services that ATS failed to deliver in their entirety, or failed to deliver in a timely or sufficient manner.

46. ATS's failure to deliver these products at all, or in a timely and sufficient manner, breached the Subcontractor Agreement.

47. MAXIMUS has been damaged by this breach.

48. Section 14(a) of the Subcontractor Agreement provides that ATS will

“indemnify, defend and hold harmless MAXIMUS from and against all:

- (i) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, “Claims”) arising from the negligence, recklessness, intentional misconduct, or breach of any obligation hereunder (collectively, the “Acts”) by the Subcontractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Subcontractor is in privity of oral or written contract (collectively, “Subcontractor Parties”); . . .
- (iii) Damages, losses, costs and expenses, including but not limited to attorneys’ and other professionals’ fees, that may arise out of such Claims and/or liabilities for bodily image [sic] and/or property damage;
- (iv) failures of the Licensed Software Deliverables or any Work Product to meet the specifications, requirements and/or standards for such material as set forth in the Prime Contract or the Project Implementation Summary (as defined in the Prime Contract); . . .

(vi) without limiting the foregoing, any liquidated damage that may be imposed upon MAXIMUS resulting from Subcontractor's performance or lack of performance under this Agreement.

49. The State and DOIT have asserted claims against MAXIMUS involving the Prime Contract and have indicated their intention to seek reimbursement of all monies paid to MAXIMUS as well as their reprourement costs. That claim arises directly from ATS's breaches of the Subcontractor Agreement.

50. MAXIMUS has demanded that ATS indemnify MAXIMUS for all consequences of ATS's breaches of the Subcontractor Agreement. To date, ATS has not responded to that demand.

51. ATS's failure to comply with its indemnification obligations under the Subcontractor Agreement further breaches the Subcontractor Agreement.

52. MAXIMUS has been damaged by this breach.

53. The Subcontractor Agreement provides that, "[i]n the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court."

54. As a result, MAXIMUS is entitled to its attorneys' fees in this matter.

THIRD COUNT: Breach of the Implied Covenant of Good Faith and Fair Dealing

1-54. MAXIMUS hereby incorporates Paragraphs 1 through 54 of the Second Count as if fully set forth herein.

55. Every contract contains an implied covenant of good faith and fair dealing, under which each party promises not to injure the right of another party to realize its benefits under the contract.

56. ATS breached the Subcontractor Agreement in several ways.

57. There is no legitimate business purpose for ATS's conduct.

58. To the contrary, ATS breached the Subcontractor Agreement in an intentional and calculated manner, for reasons wholly unrelated to the contract or MAXIMUS's performance thereof, and related instead to the corporate ambitions of ATS, namely its desire to be acquired by another company. Indeed, in the course of ATS's acquisition, ATS set aside \$5,000,000.00 to cover its deliberate breaches of the Subcontractor Agreement.

59. Upon information and belief, ATS concluded that the benefit of its intentional breaches of the Subcontractor Agreement – and its disingenuous claim that MAXIMUS was in breach – outweighed the damage it knew it would cause MAXIMUS and the damages it knew it would owe.

60. ATS's actions were willful, without reasonable cause, and in bad faith.

61. By engaging in these actions, ATS has breached the implied covenant of good faith and fair dealing in the Subcontractor Agreement.

62. As a result of the breach of the implied covenant of good faith and fair dealing in the Subcontractor Agreement, MAXIMUS has been damaged.

FOURTH COUNT: Declaratory Judgment

1-54. MAXIMUS hereby incorporates Paragraphs 1 through 54 of the Second Count as if fully set forth herein.

55. Under the Subcontractor Agreement, ATS is required "to render services and provide products to MAXIMUS in furtherance of the Prime Contract . . ."

56. The Subcontractor Agreement is effective through the term of the Prime Contract, unless earlier terminated by either party.

57. The term of the Prime Contract has not yet expired.

58. Under the Subcontractor Agreement, the only circumstance under which ATS could terminate the Agreement is "if [MAXIMUS] is in default of any material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from [ATS] specifying such default."

59. MAXIMUS did not default on any material obligation under the Subcontractor Agreement.

60. Accordingly, ATS' attempt to terminate the Subcontractor Agreement was invalid.

61. There is an actual and substantial dispute regarding the parties' rights and obligations under the Subcontractor Agreement as to whether ATS's attempt to terminate the Subcontractor Agreement was invalid, whether ATS must continue to provide services and products under the Subcontractor Agreement, and whether ATS must indemnify MAXIMUS against any Claims asserted by the State of Connecticut and/or DOIT. MAXIMUS has a strong interest in resolving those issues for the present and for the future.

62. MAXIMUS seeks a declaration that (1) ATS's attempt to terminate the Subcontractor Agreement was invalid; (2) ATS must continue to provide services and products under the Subcontractor Agreement; and (3) ATS must indemnify MAXIMUS against any Claims asserted by the State of Connecticut and/or DOIT.

FIFTH COUNT: Unjust Enrichment (in the alternative)

1-39. MAXIMUS hereby incorporates Paragraphs 1 through 39 of the First Count as if fully set forth herein.

40. To date, MAXIMUS has paid ATS a total of \$1,924,813.09 for products, services, travel expenses, license fees, and maintenance fees. A substantial portion of this

amount was for products and services that ATS failed to deliver in their entirety, or failed to deliver in a timely or sufficient manner.

41. ATS has been unjustly enriched by receiving payment for the products and services it failed to provide in their entirety, or in a timely or sufficient manner.

42. MAXIMUS has been damaged by ATS's unjust enrichment.

SIXTH COUNT: Violation of the Connecticut Unfair Trade Practices Act

1-62. MAXIMUS hereby incorporates Paragraphs 1 through 62 of the Third Count as if fully set forth herein.

63. ATS is a "person" within the meaning of the Connecticut Unfair Trade Practices Act ("CUTPA"), Conn. Gen. Stat. § 42-110a(3).

64. At all relevant times, ATS was engaged in the information technology business.

65. The information technology business constitutes a "trade" or "commerce" under Conn. Gen. Stat. § 42-110a(4).

66. ATS was contractually obligated to perform under the Subcontractor Agreement, yet it breached the Subcontractor Agreement in several ways while disingenuously claiming that MAXIMUS breached in an attempt to terminate the contract.

67. There was no legitimate business purpose for ATS's conduct.

68. To the contrary, ATS's breaches were intentional and calculated, for reasons wholly unrelated to the contract or MAXIMUS's performance thereof, and related instead to the corporate ambitions of ATS, namely its desire to be acquired by another company. Indeed, in the course of ATS's acquisition, ATS set aside \$5,000,000.00 to cover its deliberate breaches of the Subcontractor Agreement.

69. Upon information and belief, ATS concluded that the benefit of its intentional breaches of the Subcontractor Agreement – and its disingenuous claims that MAXIMUS was in breach – outweighed the damage it knew it would cause MAXIMUS and the damages it knew it would owe.

70. ATS's actions were willful, without reasonable cause, and in bad faith.

71. As a result of ATS's unfair and unscrupulous activities, MAXIMUS has suffered an ascertainable loss. The State and DOIT are threatening to sue MAXIMUS for its alleged failure to perform under the Prime Contract. MAXIMUS is being unfairly attacked in the media and before the Connecticut legislature for its alleged failure to perform, even though MAXIMUS's alleged failure is, in fact, due to ATS's breaches of contract. MAXIMUS's reputation is being irreparably harmed by these unfounded attacks.

72. The foregoing activities of ATS are unfair or unscrupulous trade practices that violate Conn. Gen. Stat. § 42-110a *et seq.*, in that they offend public policy, are immoral,

unethical, oppressive or unscrupulous, or cause substantial injury to consumers or other business persons.

73. MAXIMUS has mailed a copy of this Complaint to the Attorney General and the Commissioner of Consumer Protection pursuant to Conn. Gen. Stat. § 42-110g(c).

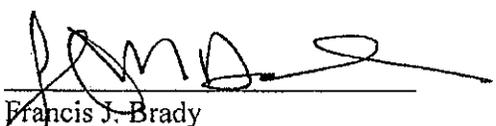
PRAYER FOR RELIEF

WHEREFORE, Plaintiff MAXIMUS, Inc. prays that judgment be granted by this

Court in the following particulars:

1. Specific performance;
2. Damages, including but not limited to losses incurred by MAXIMUS in excess of \$3 million due to ATS's actions;
3. A Declaratory Judgment that:
 - a. ATS's attempt to terminate the Subcontractor Agreement was invalid;
 - b. ATS must continue to provide services and products under the Subcontractor Agreement; and
 - c. ATS must indemnify MAXIMUS against any Claims asserted by the State of Connecticut and/or DOIT.
4. Prejudgment interest pursuant to Conn. Gen. Stat. § 37-3a;
5. Punitive damages pursuant to Conn. Gen. Stat. §42-110g(a);
6. Attorneys' fees pursuant to Conn. Gen. Stat. § 42-110g(d) and the Subcontractor Agreement; and
7. Such other and further relief that the Court may deem just and proper, together with the costs and disbursements of this action.

PLAINTIFF – MAXIMUS, INC.

By: 

Francis J. Brady

fbrady@murthalaw.com

Jennifer M. DelMonico

jdelmonico@murthalaw.com

Murtha Cullina LLP

CityPlace I - 185 Asylum Street

Hartford, Connecticut 06103-3469

Telephone: (860) 240-6000

Facsimile: (860) 240-6150

Its Attorneys

MAXIMUS

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made by and between MAXIMUS, Inc., a Virginia corporation ("MAXIMUS"), and Advanced Technology Systems, a Virginia corporation ("Subcontractor"), with reference to the following:

WHEREAS, MAXIMUS is engaged in the business of rendering consulting and program management services; and

WHEREAS, in connection therewith, MAXIMUS wishes to retain Subcontractor to provide its proprietary software and related services in support of the MAXIMUS Information Processing Systems Agreement ("Prime Contract") with The State of Connecticut ("Client"); and

WHEREAS, Subcontractor is willing and able to license said software and render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. a. Subcontractor's Services. Subcontractor agrees to render services and provide products to MAXIMUS in furtherance of the Prime Contract and in accordance with the Statement of Work attached hereto as Exhibit 1 and incorporated by reference. Subcontractor shall submit periodic progress reports to MAXIMUS at least monthly or as otherwise reasonably requested by MAXIMUS.

b. Software License Grant.

i. Subject to the terms and conditions herein, Subcontractor hereby grants to MAXIMUS (1) a nonexclusive, nontransferable, perpetual license to use the Licensed Software Deliverables (as defined below) in object code format only and the Documentation (as defined below) for the sole purpose of fulfilling MAXIMUS obligations under the Prime Contract and (2) the right to sublicense to Client a nonexclusive, nontransferable, perpetual license to use the Licensed Software Deliverables in object code format only and the Documentation for the sole purpose of Client's own business.

ii. Except as otherwise provided for in Section 14. Patent, Copyright, License & Proprietary Rights of the Prime Contract, Subcontractor retains and shall retain all right, title and interest to and ownership of the Licensed Software Deliverables and Documentation. No title to or ownership of the Licensed Software Deliverables or the Documentation is transferred to MAXIMUS or

Client pursuant to this Agreement. Without limiting the generality of the foregoing, MAXIMUS shall not, and will not authorize any third party to (1) create derivative works, translate, reverse engineer, disassemble or decompile the Licensed Software Deliverables, or otherwise attempt to, derive source code therefrom without the express written consent of Subcontractor, or (2) sell, lease, license (except as expressly set forth in Section 1.b.i(2) above) or otherwise transfer with or without consideration the Licensed Software Deliverables or Documentation to any third party.

c. Certain Definitions. "Licensed Software Deliverables" means the following computer programs of Subcontractor: ATS Pyramid XMR Message Router and ATS Pyramid XN2 NLETS/NCIC Access Solution, and any and all enhancements, updates, developments or other modifications thereto not created at the direction and expense of MAXIMUS pursuant to this Agreement, any and all corrections and bug-fixes thereto, and all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein or appurtenant thereto. "Documentation" means all user manuals delivered hereunder relating to the Licensed Software Deliverables.

d. The Client may use the ATS Pyramid XN2 NLETS/NCIC Access Solution software to process up to 3,000,000 transactions per month. Up to 17,000 concurrent Client users may use the ATS Pyramid XMR Message Router software. Subcontractor will routinely log usage and transactions and report such to MAXIMUS. If transactions and/or users exceed the limitations above, an additional license fee will be negotiated and this Agreement modified accordingly.

c. Source Code Escrow. Subcontractor hereby grants to MAXIMUS a nonexclusive, nontransferable, perpetual license to a copy of its most current source code for all Licensed Software Deliverables and any documentation and written instructions required to interpret said source code. Use of such license is expressly limited to placing said source code in escrow in order to fulfill MAXIMUS obligations pursuant to the terms and conditions of Section 21 SOURCE CODE ESCROW of the Prime Contract. Subcontractor retains title to and ownership of the Software and Documentation, including all associated intellectual property and other proprietary rights. No title to or ownership of the source code or related documentation and instructions is transferred to MAXIMUS pursuant to this Agreement except that if 1) Subcontractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors, or 2) Subcontractor, its successors or assigns discontinues support of the Deliverables, MAXIMUS shall have physical access to the source code.

2. a. Compensation. In consideration of the services provided and licenses granted by Subcontractor hereunder, MAXIMUS shall pay Subcontractor in accordance with the Payment Schedule attached hereto as Exhibit 2. If payment is to be made to Subcontractor on a cost-reimbursable basis, then Exhibit 2 shall include the rates (with applicable G&A and overhead) for Subcontractor personnel performing under this

Agreement. Subcontractor agrees that such rates shall not increase during the term of this Agreement.

b. Manner of Payment. Once each month, Subcontractor shall prepare and submit to MAXIMUS an invoice, by the tenth (10th) day of each month, showing services performed, hours worked each day, and expenses incurred during the preceding month, together with such supporting documentation as may be required by MAXIMUS. MAXIMUS shall pay the Subcontractor within ten (10) days after MAXIMUS receipt of payment from the Client under the Prime Contract pertaining to the deliverables covered by such invoice. Notwithstanding the foregoing, MAXIMUS shall pay all undisputed invoices within sixty (60) days of receiving such invoices pursuant to this section.

c. Late Charges. Any invoiced amount which is not paid by MAXIMUS within forty-five (45) days of the date due per this Agreement and its Exhibits shall be increased by a late charge equal to the lesser of one percent (1%) of the unpaid amount per month (or portion thereof) in which the amount is due and unpaid and the maximum amount allowed by applicable law.

3. a. Status as Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Subcontractor assumes sole responsibility for determining the manner and means of performance hereunder.

b. Ineligible for Employee Benefits. Subcontractor and its employees shall not be eligible for any benefit available to employees of MAXIMUS, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Subcontractor under this Agreement. Subcontractor agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to Subcontractor hereunder, and to defend, indemnify and hold MAXIMUS harmless from and against any and all liability resulting from any failure to do so.

4. Term. This Agreement shall be effective as of the date services were initially rendered by Subcontractor in support of the Prime Contract (approximately November 1, 2003) and shall continue in effect through the term of the Prime Contract, including all modifications and option periods thereto, unless earlier terminated as provided in paragraph 5 below.

5. Termination. Either party shall have the right to terminate this Agreement if the other party is in default of any material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying such default. This Agreement may also be terminated by MAXIMUS upon prior written notice if (i) the MAXIMUS Prime Contract with the Client is terminated for any reason or (ii) the Client directs MAXIMUS in writing to terminate the Subcontractor's services under this Agreement. Within sixty (60) days of any such termination, MAXIMUS shall compensate Subcontractor for work satisfactorily performed and licenses granted up to the effective date of the termination less any amounts that are the subject of a good faith dispute. Upon resolution of any such dispute, MAXIMUS shall pay to Subcontractor amounts agreed to in such resolution, if any, within sixty (60) days. In no event, however, shall the amount payable to Subcontractor in connection with a termination exceed the total value of this Agreement as set forth in Exhibit 2.

6. Termination of Services and Return of MAXIMUS Property. Upon the expiration or earlier termination of this Agreement, Subcontractor shall immediately terminate the services hereunder, and shall deliver promptly to MAXIMUS all property relating to the business, work and investigations of MAXIMUS, and to any Work Product (as defined below), created under this Agreement. Such property shall include but not be limited to all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. Changes. MAXIMUS may, at any time by written order, make changes in the Subcontractor's work within the general scope of the Statement of Work if such changes are required by Client pursuant to the terms of the Prime Contract or are necessary to fulfill MAXIMUS's obligations thereunder. If any change under this section causes an increase or decrease in the Subcontractor's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly. Subcontractor agrees that in no event will it cease performance under this Agreement during the time such equitable adjustment is being negotiated provided that such negotiations do not exceed thirty (30) calendar days. In addition, the parties agree to negotiate in good faith to revise this Agreement in the event of (i) legislation or court action that affects this Agreement or the Prime Contract; (ii) changes in the Client funds available that affect this Agreement or the Prime Contract; or (iii) other changes reasonably requested by either party necessary to make this Agreement consistent with MAXIMUS obligations to the Client.

8. Standard of Performance. Subcontractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Subcontractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the customary standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement. Subcontractor agrees to remove from the project and replace any of its personnel who, in the sole judgment of MAXIMUS, are not

performing their responsibilities at an acceptable level.

9. Client Interface. So long as the Client has no objection, Subcontractor shall be permitted to attend any meetings between MAXIMUS and the Client in which there will be substantive discussions concerning Subcontractor's areas of responsibility under this Agreement. Consistent with any restrictions or requirements in the Prime Contract, Subcontractor shall also be permitted to have its name displayed on any deliverables or other work product produced under this Agreement and submitted to the Client. Subcontractor agrees that it will not engage in any communication with the Client regarding this Agreement, the Prime Contract or any issues relating to those agreements outside the presence of MAXIMUS without the advance written consent of MAXIMUS.

10. Conflicts of Interest. Each party warrants and represents to the other party that (i) its obligations hereunder will not create an actual or apparent conflict of interest with other activities in which it is involved; (ii) it is not presently subject to any agreement with any other party that will prevent such party from performing in full accord with this Agreement and (iii) it is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Subcontractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder, and further provided that, without the prior consent of MAXIMUS, Subcontractor shall not accept other work with any competitor of MAXIMUS that creates a conflict of interest with MAXIMUS as to the services to be performed under the Prime Contract.

11. Proprietary Information; Non-Solicitation. Each party acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the other party including, but not limited to, information concerning such other party, its operations, customers, business and financial condition, proprietary software and materials as well as information with respect to which such other party has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Except as explicitly provided for herein or in the Prime Contract, each party agrees not to disclose, directly or indirectly, to anyone, or to use or let others use, for any purpose whatsoever, any Proprietary Information, of any type, whether or not designated confidential or proprietary, acquired from the other party in the course of performing under this Agreement. Each party also agrees not to use or disclose any Proprietary Information of the other in violation of securities or insider trading laws. Information shall not be subject to the provisions of this Section if shown to be: (i) in the public domain at the time of disclosure or thereafter through no fault of the recipient; (ii) known to the receiving party, without an obligation of confidentiality with respect thereto, prior to disclosure under this Agreement; (iii) disclosed to the receiving party without restriction by a third party with the legal right to make such free disclosure; (iv) developed independently by the receiving party by personnel without access to or knowledge of the information disclosed; or (v) required to be produced by order of a court of competent jurisdiction, provided such disclosure is limited to the fullest extent

permitted by applicable law. The parties agree that, during the term of this Agreement and for a period of two (2) years from the termination of this Agreement, neither party will solicit for employment or otherwise attempt to hire any employees or consultants of the other party or its affiliates, who are at any time associated with the performance of this Agreement, without the prior written consent of such party. However, nothing herein shall prohibit either party or any of its affiliates from employing an employee or consultant of the other party who independently responds to a public employment advertisement or who otherwise applies for employment directly, without direct or indirect solicitation or inducement by the hiring party or its affiliates. Each party shall take reasonable steps to ensure that its employees and agents comply with the requirements of this section.

12. Future Opportunities. In recognition of the access Subcontractor may have to MAXIMUS Proprietary Information, Subcontractor agrees that it will not use any Proprietary Information of MAXIMUS or the Client, or any information gained by Subcontractor under this Agreement, including but not limited to information regarding Clients' operations, in submitting proposals for or otherwise soliciting follow-on or re-bid opportunities for work currently covered by or related to the Prime Contract. Nothing herein shall obligate MAXIMUS to include Subcontractor in any future team or joint proposal efforts.

13. a. Work Product. Subcontractor agrees that all work product, inventions, discoveries, ideas, concepts, designs, specifications, reports, data, software, information systems, processes, methods, formulas and techniques, as well as improvements thereof or know-how related thereto (collectively "Work Product"), which are created by Subcontractor expressly on behalf of MAXIMUS in the performance of this Agreement shall be the sole property of MAXIMUS; provided, Work Product shall not include the Subcontractor Intellectual Property (as defined below). Subcontractor agrees that all such Work Product shall from inception be considered "works made for hire" and shall be the exclusive property of MAXIMUS or its designee, and Subcontractor hereby expressly waives any right or interest it may have therein except as otherwise provided in this Agreement. MAXIMUS hereby grants to Subcontractor, during the term of this Agreement, a limited, non-exclusive, nontransferable, royalty-free license to use the Work Product solely in the performance of Subcontractor's obligations under this Agreement which license shall terminate upon the expiration or termination of this Agreement. Subcontractor agrees to provide, without additional compensation but at the expense of MAXIMUS, such assistance as may reasonably be required by MAXIMUS in obtaining patents and copyrights for such Work Product in any and all countries, and in enforcing any MAXIMUS rights and interests relating to such Work Product or to any patents or copyrights resulting therefrom, including without limitation the execution by Subcontractor of all applications, assignments and other instruments as MAXIMUS may reasonably request. Subcontractor's Intellectual Property shall remain the sole property of Subcontractor; provided, however, that to the extent the Subcontractor incorporates such intellectual property into any materials delivered to MAXIMUS hereunder, Subcontractor hereby grants to MAXIMUS and the Client a royalty-free, non-exclusive, nontransferable license to use such intellectual

property to carry out the purposes of this Agreement and the Prime Contract. "Subcontractor Intellectual Property" means the Licensed Software Deliverables, Documentation and Subcontractor's pre-existing intellectual property.

b. No Restriction on Use or Disclosure. Subcontractor warrants and represents that all of the Work Product, findings and recommendations disclosed to MAXIMUS during the course of this Agreement may lawfully be disclosed by Subcontractor and are not subject to any patent, license agreement, confidentiality agreement, trade secret law or any other restriction on use by or disclosure to MAXIMUS.

14. Indemnification.

a. Indemnification by Subcontractor. Subcontractor shall indemnify, defend and hold harmless MAXIMUS from and against all:

i. Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising from the negligence, recklessness, intentional misconduct, or breach of any obligation hereunder (collectively, the "Acts") by the Subcontractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Subcontractor is in privity of oral or written contract (collectively, "Subcontractor Parties");

ii. Liabilities arising in connection with this Agreement, out of the Subcontractor or Subcontractor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement;

iii. Damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily image and/or property damage;

iv. failures of the Licensed Software Deliverables or any Work Product to meet the specifications, requirements and/or standards for such material as set forth in the Prime Contract or the Project Implementation Summary (as defined in the Prime Contract);

v. claims that the Licensed Software Deliverables or any Work Product furnished by Subcontractor hereunder infringes any third party's patent, copyright or other intellectual property rights, provided the Licensed Software Deliverable or Work Product that is the subject of such a claim has not been modified by others; and

vi. without limiting the foregoing, any liquidated damage that may be imposed upon MAXIMUS resulting from Subcontractor's performance or lack of performance under this Agreement.

b. Indemnification by MAXIMUS. MAXIMUS agrees to defend, indemnify and hold Subcontractor harmless from and against any and all Losses which may arise, in whole or in part, out of any third party claim that any software, documentation, data or other material provided by MAXIMUS and incorporated in the Licensed Software Deliverables or Work Product infringes any third party's patent, copyright or other intellectual property or proprietary rights.

c. The indemnity required in this Section 14 shall not be limited by reason of the specification of any particular insurance coverage hereunder.

15. Remedies. Upon MAXIMUS request, Subcontractor will participate in any Corrective Action Plan (as defined in the Prime Contract) initiated by MAXIMUS and contribute to the efforts to cure such noncompliance to the extent the same relates to the Licensed Software Deliverables, Work Product, and/or Subcontractor services.

16. Insurance. Unless greater amounts are otherwise specified in the Prime Contract, Subcontractor agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated with insurance carriers that are licensed in the state(s) where the Subcontractor's services will be performed and that have an A.M. Best rating of at least A-VII, a Standard & Poor's rating of at least AA, or a Moody's rating of at least Aa2:

a. COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate including coverage for Subcontractor's obligations, operations, premises, independent contractors, products/completed operations, personal injury and advertising injury on a per-project basis.

b. BUSINESS AUTOMOBILE LIABILITY insurance with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage for all owned, non-owned and hired vehicles.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY insurance in the state(s) where the work will be performed whether or not required by law with statutory limits for workers' compensation and limits not less than \$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 each disease including occupational disease. If work is to be performed in North Dakota, Ohio, Washington, West Virginia, Wyoming, or Puerto Rico, the Subcontractor will purchase workers' compensation coverage in the State Fund along with Stop Gap coverage.

d. PROFESSIONAL LIABILITY in the amount of \$2,000,000.

A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. All of the above policies shall be written on an occurrence form—claims made forms are not acceptable except for Professional Liability. Upon the request of MAXIMUS, the Subcontractor will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policies and limits are in effect. All policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. No reduction in coverage or cancellation of policies shall be effected without first giving MAXIMUS 30 days written notice. The policies (except for workers' compensation) shall name MAXIMUS and the Client as additional insureds.

17. Compliance. Subcontractor represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency. Subcontractor agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all reasonable MAXIMUS policies and procedures, disclosed to Subcontractor in writing upon commencement of the Subcontractor's performance hereunder or as later modified and disclosed in writing, relating, directly or indirectly, to Subcontractor's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity, insider trading, and procurement integrity. In the event this Agreement provides for any contingency fees or other such payments to Subcontractor, Subcontractor represents and warrants that it is not subject to any statute, regulation, ordinance or rule that would limit or prohibit such payment. In the event such contingency payment is restricted, the parties agree to renegotiate the terms of this Agreement to cause it to be compliant with all applicable laws or, failing to agree on mutually acceptable terms, to terminate this Agreement.

18. Prime Contract. Subcontractor and MAXIMUS agree that the services and software license provided hereunder are subject to the terms of the Prime Contract between MAXIMUS and the Client. Subcontractor acknowledges that it is familiar with the terms and conditions of the Prime Contract and agrees to be bound by the terms and conditions of the Prime Contract, solely to the extent applicable to its performance hereunder, including but not limited to the terms and conditions of Section 9. SOFTWARE MAINTENANCE AND SUPPORT, Section 11. SYSTEM RELIABILITY, Section 12. SYSTEM WARRANTIES, Section 13. OTHER WARRANTIES, Section 14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS, SECTION 15. CONFIDENTIALITY; NONDISCLOSURE, Section 19. LIMITATION OF LIABILITY, Section 20. FORCE MAJEURE, Section 21. SOURCE CODE ESCROW, and Section 22. REMEDIES AND LIQUIDATED DAMAGES, as though the applicable terms and conditions of the Prime Contract were set forth herein.

18. Miscellaneous.

a. Survival. The terms, conditions and warranties contained in the Agreement that either by their express provision or by their sense and context are intended to survive the expiration or earlier termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the following Sections shall survive the expiration or earlier termination of this Agreement: Sections 1.b.ii., 1.c, 1.d, 1.e, 11, 12, 13, 14, 18, 21.a, 21.d, 21.g, 21.h; and 21.k hereof shall survive the expiration or earlier termination of this Agreement.

b. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

c. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

d. Governing Law; Venue. To ensure consistency with the obligations of the Prime Contract, this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to choice of law principles. The parties agree that the sole venue for legal actions related to this Agreement shall be the state and U.S. Federal courts for the State of Connecticut.

e. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Subcontractor without the prior written approval of MAXIMUS.

f. Notices. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

g. Records; Inspection. Subcontractor shall maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All books, records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by an independent audit firm designated by MAXIMUS and/or the Client, and their designees, during Subcontractor's usual business hours and upon prior notice. Subcontractor shall retain all financial and other records pertaining to its work under this Agreement for

three (3) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

h. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

i. Publicity. Neither party shall make any public announcement concerning this Agreement without the advance approval of the other party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

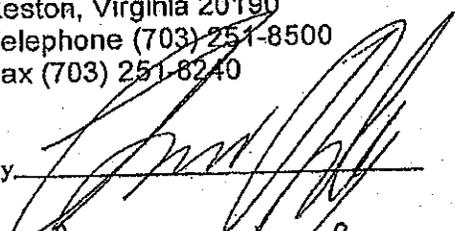
j. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede and replaces any and all prior discussions, representations and understandings, whether oral or written. The terms defined in Section 2, DEFINITIONS of the Prime Contract shall have the same meaning and effect when used in like manner in this Agreement.

k. Equitable Remedies. The parties agree that a breach or threatened breach of this Agreement affecting intellectual property rights, Proprietary Information and/or confidential information of a party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and that such party shall be entitled to apply for equitable relief, including, without limitation, injunctive relief, in addition to any remedies it may have hereunder or at law.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

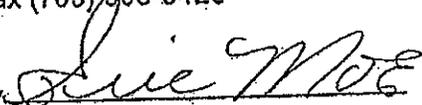
MAXIMUS, Inc.
11419 Sunset Hills Road
Reston, Virginia 20190
Telephone (703) 251-8500
Fax (703) 251-8240

By


Title President, Systems Group

Advanced Technology Systems, Inc.
7915 Jones Branch Drive
McLean, Virginia 22102
Telephone (703) 506-0088
Fax (703) 903-0425

By


Title: General Counsel

62-1038519
Tax ID Number

Exhibit 1

Statement of Work

See Attached Project Plan which shall be the guiding basis for the Statement of Work and the parties acknowledge and agree that the Project Plan is a ongoing Working Document.

Order	Task Name	Priority	Category	Duration	Start	End	Resources	Notes
72	2.2.1	1	Personnel, Conditions, Business Rules Clarification	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
73	2.2.1.1	1	Personnel Administration	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
74	2.2.1.2	1	Manage Parents	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
75	2.2.1.3	1	Manage Book and Vehicles	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
76	2.2.1.4	1	Manage Items	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
77	2.2.1.5	1	Manage Address	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
78	2.2.1.6	1	Manage Services	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
79	2.2.1.7	1	Manage User/Client Record Messages	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
80	2.2.1.8	1	Manage OK	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
81	2.2.1.9	1	Manage Messages	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
82	2.2.1.10	1	Manage Image	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
83	2.2.1.11	1	Manage GACK	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
84	2.2.1.12	1	Manage RIGHTS Help File	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
85	2.2.1.13	1	Training and Definition	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
86	2.2	1	DATA COLLECT Functional Specifications (New Cases)	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
87	2.2.3	1	Review & Update COLLECT Functional Specifications	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
88	2.2.4	1	Develop Legacy System Interface Purpose Specifications	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
89	2.2.5	1	Define Legacy System Interface Functional Specifications	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
90	2.4	1	COLLECT Technical Architecture	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
91	2.4.1	1	Define / Update Hardware / Software Configuration	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
92	2.4.1.1	1	Phase 1 Environment (Development, Production)	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
93	2.4.1.2	1	Phase 2 Environment (Development, Production)	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
94	2.4.1.3	1	Phase 3 Environment (Development, Production)	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
95	2.4.2	1	Develop COLLECT Hardware Architecture	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
96	2.4.3	1	Define / Update Software Architecture	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
97	2.5	1	Develop Recovery Planning	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
98	2.5.1	1	Develop Disaster Recovery Plan and Configuration	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
99	2.5.2	1	Review, Update, Approve COLLECT Disaster Recovery Plan and Configuration	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
100	2.6	1	Application Architecture Design	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
101	2.6.1	1	Review, Update, Approve COLLECT Application Architecture	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
102	2.6.1.1	1	Message Switch	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
103	2.6.1.2	1	Performance	28 days	Thu 12/04/03	Thu 01/06/04	ATS	
104	2.6.1.3	1	Operational	28 days	Thu 12/04/03	Thu 01/06/04	ATS	

TO	FROM	DATE	DESCRIPTION	AMOUNT	STATUS	DATE	DESCRIPTION	AMOUNT	STATUS
707	2545	12/17/03	Empty	10.00	ATB	12/17/03			
708	2547	12/17/03	Security	10.00	ATB	12/17/03			
709	2548	12/17/03	Audit Trail	10.00	ATB	12/17/03			
710	2549	12/17/03	User Interface	10.00	ATB	12/17/03			
711	2550	12/17/03	UNITEST	10.00	ATB	12/17/03			
712	2551	12/17/03	CGS Application Interface	10.00	ATB	12/17/03			
713	2552	12/17/03	Inquiry (Common Req.)	10.00	ATB	12/17/03			
714	2553	12/17/03	Printing (Common Req.)	10.00	ATB	12/17/03			
715	2554	12/17/03	Print (Common Req.)	10.00	ATB	12/17/03			
716	2555	12/17/03	Unordered Inhibit (Navigator (Common Req.))	10.00	ATB	12/17/03			
717	2556	12/17/03	Transaction Response (Common Req.)	10.00	ATB	12/17/03			
718	2557	12/17/03	Event Processing (Common Req.)	10.00	ATB	12/17/03			
719	2558	12/17/03	User Documentation / Help / Training (Common Req.)	10.00	ATB	12/17/03			
720	2559	12/17/03	Web Accessibility (Common Req.)	10.00	ATB	12/17/03			
721	2560	12/17/03	Knowledge Transfer	10.00	ATB	12/17/03			
722	2561	12/17/03	Legacy COLLECT Application Documentation	10.00	ATB	12/17/03			
723	2562	12/17/03	Legacy COLLECT Database	10.00	ATB	12/17/03			
724	2563	12/17/03	Print Issues	10.00	ATB	12/17/03			
725	2564	12/17/03	Marketing Systems (CRM Applications)	10.00	ATB	12/17/03			
726	2565	12/17/03	JMS - JPA, Message Router (Oracle)	10.00	ATB	12/17/03			
727	2566	12/17/03	IBM MCHALETS Browser Access	10.00	ATB	12/17/03			
728	2567	12/17/03	UNITEST	10.00	ATB	12/17/03			
729	2568	12/17/03	MUSCON Application and Data base	10.00	ATB	12/17/03			
730	2569	12/17/03	Help Requirements for Application Architecture	10.00	ATB	12/17/03			
731	2570	12/17/03	XML Communication (Service Customizations)	10.00	ATB	12/17/03			
732	2571	12/17/03	Integration with CRM Front	10.00	ATB	12/17/03			
733	2572	12/17/03	Integration with Security	10.00	ATB	12/17/03			
734	2573	12/17/03	Free Form Handoff with MLED	10.00	ATB	12/17/03			
735	2574	12/17/03	CGS Services (RLETS / MPCS) Browser Access	10.00	ATB	12/17/03			
736	2575	12/17/03	COLLECT Application	10.00	ATB	12/17/03			
737	2576	12/17/03	XML Message Processing	10.00	ATB	12/17/03			
738	2577	12/17/03	Database Oracle Processor	10.00	ATB	12/17/03			
739	2578	12/17/03	Database Oracle Processor	10.00	ATB	12/17/03			
740	2579	12/17/03	Middleware, Message, Database Connector	10.00	ATB	12/17/03			

ID	Client	Task ID	Signature	Estimate	Del. #	Duration	Start	Finish	Resource	Estimate	Postscript
141	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
142	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
143	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
144	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
145	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
146	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
147	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
148	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
149	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
150	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
151	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
152	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
153	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
154	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
155	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
156	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
157	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
158	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
159	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
160	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
161	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
162	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
163	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
164	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
165	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
166	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
167	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
168	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
169	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
170	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
171	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
172	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
173	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
174	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	
175	2443	2443			20 days	Wed 07/04	Wed 24/04	ATS	ATS	121	

ID	Order	Task Name	Application and Configuration	Platform	Est. #	Change	Start	End	Est. #	Platform	Task
246	33311		Application and Configuration	ATIS	11 days	Mon 12/28/02	Wed 1/2/03			ATIS	11 days
247	33312		Integration with CDS Point	ATIS	11 days	Mon 12/28/02	Wed 1/2/03			ATIS	11 days
248	33313		Integration with Pharmacy	ATIS	11 days	Mon 12/28/02	Wed 1/2/03			ATIS	11 days
249	33314		First Form Integration with MLETS	ATIS	11 days	Mon 12/28/02	Wed 1/2/03			ATIS	11 days
250	33315		QDS Services (METS / HCC) Browser Access	ATIS 250FF	11 days	Mon 12/28/02	Wed 1/2/03			ATIS 250FF	11 days
251	33316		Driver Phase 1 to System Testing	ATIS 251	11 days	Mon 12/28/02	Wed 1/2/03			ATIS 251	11 days
252	33317		Phase 2	ATIS	20 days	Tue 1/6/03	Tue 1/13/03			ATIS	20 days
253	33318		ATIS	ATIS	20 days	Tue 1/6/03	Tue 1/13/03			ATIS	20 days
254	33319		Message Distribution	ATIS	20 days	Tue 1/6/03	Tue 1/13/03			ATIS	20 days
255	33320		Web Accessibility Guidelines	ATIS	20 days	Tue 1/6/03	Tue 1/13/03			ATIS	20 days
256	33321		COLLECT Application	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
257	33322		XML Message Processing	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
258	33323		Business Rules Processor	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
259	33324		Database Action Processor	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
260	33325		Notification, Message, Database Generator	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
261	33326		Recent Activity Processing	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
262	33327		Legacy COLLECT Application	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
263	33328		Resolves to Payment for COLLECT Database	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
264	33329		Payment System to Bank of America for Bank	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
265	33330		Credit World Payment (CWI)	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
266	33331		Proactive Outreach (A)	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
267	33332		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
268	33333		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
269	33334		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
270	33335		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
271	33336		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
272	33337		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
273	33338		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
274	33339		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
275	33340		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
276	33341		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
277	33342		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
278	33343		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
279	33344		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
280	33345		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
281	33346		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
282	33347		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
283	33348		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
284	33349		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
285	33350		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
286	33351		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
287	33352		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
288	33353		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
289	33354		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
290	33355		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
291	33356		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
292	33357		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
293	33358		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
294	33359		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
295	33360		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
296	33361		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
297	33362		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
298	33363		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
299	33364		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days
300	33365		ATIS	ATIS	40 days	Tue 1/13/03	Tue 2/3/03			ATIS	40 days

ID	Code	Unit (W/M)	Phase 2	Milestone - Dtd. 6	Duration	Start	End	Fixed	Required Value	Predecessors
					Days	For	For	Value	ATV	ATV
787	9A.01		Database System Test Environment		8 days	Tue 01/04	Mon 01/10	01/10	ATV	ATV
788	9A.02		Check Test Accounts		5 days	Tue 01/04	Thu 01/06	01/06	ATV	ATV
789	9A.03		Create Test Data		2.5 days	Tue 01/04	Thu 01/06	01/06	ATV	ATV
790	9A.04		Conduct Phase 2 System Performance / Integration Test (For Performance / Diagnostic Reasons)		28 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
791	9A.05		Collect Application		20 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
792	9A.06		Recent Inquiry		20 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
793	9A.07		Managed Database		20 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
794	9A.08		Utility COLLECT Application		20 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
795	9A.09		MANAGER		10 days	Wed 01/04	Wed 01/11	01/11	ATV	ATV
796	9A.10		netTEST		10 days	Wed 01/04	Wed 01/11	01/11	ATV	ATV
797	9A.11		Review and Approve Phase 2 System Performance / Integration Test		20 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
798	9A.12		Phase 2 COLLECT Delivery to User Acceptance Test	1.2.3.2	20 days	Wed 01/04	Wed 01/22	01/22	ATV	ATV
799	9A.13		Phase 3		28 days	Sun 01/24	Fri 02/04	02/04	ATV	ATV
800	9A.14		Establish COLLECT System Test Environment		20 days	Mon 01/24	Fri 02/04	02/04	ATV	ATV
801	9A.15		Establish Lerner System Test Environment		20 days	Mon 01/24	Fri 02/04	02/04	ATV	ATV
802	9A.16		Check Test Accounts		20 days	Mon 01/24	Fri 02/04	02/04	ATV	ATV
803	9A.17		Check Test Data		20 days	Mon 01/24	Fri 02/04	02/04	ATV	ATV
804	9A.18		Conduct Phase 2 System Performance / Integration Test (For Performance / Diagnostic Reasons)		20 days	Mon 01/24	Fri 02/04	02/04	ATV	ATV
805	9A.19		Day of Connection Consider Based Same Connection Information System (DB/DB) Preparation of Environment / Production (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
806	9A.20		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
807	9A.21		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
808	9A.22		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
809	9A.23		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
810	9A.24		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
811	9A.25		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
812	9A.26		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
813	9A.27		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
814	9A.28		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
815	9A.29		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
816	9A.30		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
817	9A.31		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
818	9A.32		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
819	9A.33		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
820	9A.34		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
821	9A.35		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
822	9A.36		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
823	9A.37		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
824	9A.38		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
825	9A.39		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
826	9A.40		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
827	9A.41		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
828	9A.42		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
829	9A.43		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
830	9A.44		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
831	9A.45		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
832	9A.46		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
833	9A.47		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
834	9A.48		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
835	9A.49		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV
836	9A.50		Day of Connection Consider Based Same Connection Information System (DB/DB) Campaign		10 days	Tue 01/25	Mon 01/31	01/31	ATV	ATV



ID	Country	Task Name	Microcom	1. 2. 3. 4	Duration	Start	Finish	Resources	100%	110%	120%	130%	140%	150%	160%	170%	180%	190%	200%
507	USA	Review and Approve Phase 1 UAT Test Results	12/1	1 day	Mon 12/1/04	Fri 12/3/04	ATIS	ATIS											
508	USA	Phase 1 COLLECT Delivery to Production	12/1	1 day	Mon 12/1/04	Mon 12/1/04	ATIS	ATIS											
509	USA	Phase 2		18 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
510	USA	Enable UAT Environment		15 days	Tue 12/7/04	Thu 12/9/04	ATIS	ATIS											
511	USA	Check Test Accounts		15 days	Tue 12/7/04	Thu 12/9/04	ATIS	ATIS											
512	USA	Create Test Data		15 days	Tue 12/7/04	Thu 12/9/04	ATIS	ATIS											
513	USA	Conduct Phase 2 UAT		27 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
514	USA	COLLECT Application		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
515	USA	Report Issue		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
516	USA	Internal Database		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
517	USA	IMPDOH		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
518	USA	re-TEST		20 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
519	USA	Support Phase 2 UAT		15 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
520	USA	Problem Resolution		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
521	USA	Review and Approve Phase 2 UAT Test Results		20 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
522	USA	Review and Approve Phase 2 UAT Results		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
523	USA	Phase 2 COLLECT Delivery to Production		1 day	Fri 12/3/04	Fri 12/3/04	ATIS	ATIS											
524	USA	Phase 2 Production Start		1 day	Fri 12/3/04	Fri 12/3/04	ATIS	ATIS											
525	USA	IMPDOH - RE-START		57 days	Mon 12/28/04	Mon 12/28/04	ATIS	ATIS											
526	USA	Enable UAT Environment		5 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
527	USA	Grant Test Accounts		5 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
528	USA	Close Test Data		5 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
529	USA	Conduct IMPDOH - RE-START UAT		27 days	Mon 12/28/04	Mon 12/28/04	ATIS	ATIS											
530	USA	Short Name Examples		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
531	USA	Testing of IMPDOH		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
532	USA	Support IMPDOH - RE-START UAT		27 days	Mon 12/28/04	Mon 12/28/04	ATIS	ATIS											
533	USA	Problem Resolution		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
534	USA	Review and Approve IMPDOH - RE-START UAT Test Results		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
535	USA	Review and Approve IMPDOH - RE-START UAT Results		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
536	USA	IMPDOH - RE-START UAT Results		1 day	Fri 12/3/04	Fri 12/3/04	ATIS	ATIS											
537	USA	COLLECT Delivery to Production		1 day	Fri 12/3/04	Fri 12/3/04	ATIS	ATIS											
538	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
539	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
540	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
541	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
542	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
543	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
544	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
545	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
546	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
547	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
548	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
549	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											
550	USA	IMPDOH - RE-START UAT		25 days	Tue 12/7/04	Tue 12/7/04	ATIS	ATIS											

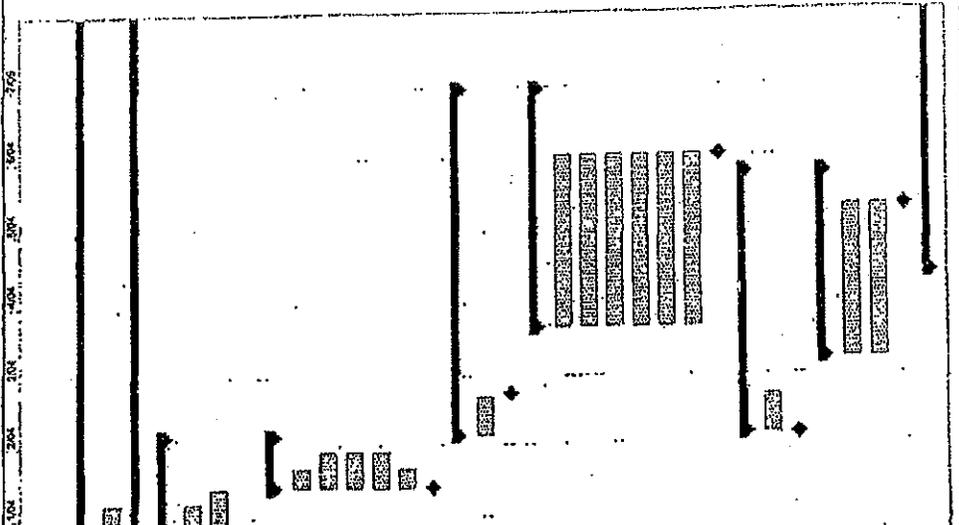
CD	CD#	Task Name	Mar 94	Apr 94	May 94	Jun 94	Jul 94	Aug 94	Sat	Sun	Phase	Project Name	Project Manager
800	800	Target (ES) Dates											
801	801	Project (MWDCH) - SSA-AMES UNIT											
802	802	Problem Resolution											
803	803	Research and Review (MWDCH) - SSA-AMES UNIT Test Results											
804	804	Review and Approve (MWDCH) - SSA-AMES UNIT Results											
805	805	MWDCH - SSA-AMES COLLECT Delivery to Production											
806	806	MWDCH - SSA-AMES Production Start											
807	807	1. Data Conversion Phase 2											
808	808	1.1.1. Connection Setup											
809	809	1.1.1.1. Document Review and Approve Data Conversion											
810	810	1.1.1.2. Accounting Criteria											
811	811	1.1.1.3. Document Conversion Strategy and Plan											
812	812	1.1.1.4. Define Environment											
813	813	1.1.1.5. Review, Revise and Approve Data Conversion Strategy and											
814	814	1.1.1.6. Submit Data Conversion Environment											
815	815	1.1.1.7. Data Analysis											
816	816	1.1.1.8. Data Mapping											
817	817	1.1.1.9. Data Audit											
818	818	1.1.2.1. Collect (MWDCH) Database Audit Results											
819	819	1.1.2.2. Script Development											
820	820	1.1.2.3. Script Generation											
821	821	1.1.2.4. Script Unit Testing											
822	822	1.1.2.5. Script Development (Data Conversion)											
823	823	1.1.2.6. Script Integration Test											
824	824	1.1.2.7. Review Results of Integration Test											
825	825	1.1.2.8. Review Status											
826	826	1.1.2.9. Script Integration Test											
827	827	1.1.2.10. Unit Test Data Input											
828	828	1.1.2.11. System Test Data Conversion											
829	829	1.1.2.12. Define Connected Data to Phase 2 System Test											
830	830	1.1.2.13. Apply Narratives from System Test											
831	831	1.1.2.14. Unit Data Conversion											
832	832	1.1.2.15. Define Connected Data to Phase 2 Unit											
833	833	1.1.2.16. Review and Approve Scripts and Results											
834	834	1.1.2.17. Phase 2 Data Conversion											
835	835	1.1.2.18. COLLECT Data Entry											

ID	Code	Task Name	Measure	Unit	Start	End	Priority	Phase	Dependencies
62	6.2	Execute Data Conversion Script		3 days	Mon 12/20/04	Thu 12/23/04	High	None	
63	6.3	Execute Conversion Load		2 days	Thu 12/23/04	Mon 12/27/04	High	62	
64	6.4	Completed Data Review		2 days	Thu 12/23/04	Wed 12/29/04	High	63	
65	6.5	Develop, Review and Approve COLLECT Database		2 days	Thu 12/23/04	Fri 12/24/04	High	64	
66	6.6	Approval of Completed COLLECT Database (Open to Production)	1.4.1	1 day	Mon 12/27/04	Mon 12/27/04	High	65	
67	6.7	Apply Transactions to Database		2 days	Mon 12/27/04	Tue 12/28/04	High	66	
68	6.8	Stabilization		2 days	Tue 12/28/04	Wed 12/29/04	High	67	
69	6.9	Testing (Cleanup)		2 days	Wed 12/29/04	Thu 12/30/04	High	68	
70	7.0	Change Management (System Implementation)		2 days	Thu 12/30/04	Mon 1/3/05	High	69	
71	7.1	Develop, Review and Approve Change Mgt. Plan		10 days	Mon 1/3/05	Mon 1/10/05	High	70	
72	7.2	Develop Communications Strategy		20 days	Mon 1/10/05	Thu 1/13/05	High	71	
73	7.3	Review, Revise and Approve Communications Strategy	1.5.1	20 days	Thu 1/13/05	Thu 1/20/05	High	72	
74	7.4	Develop Implementation Plan		10 days	Fri 1/21/05	Fri 1/21/05	High	73	
75	7.5	Final Change Management (Management Procedures for Data Release Plan (Technical Migration))		15 days	Fri 1/21/05	Wed 1/26/05	High	74	
76	7.6	Phase 1		21 days	Thu 1/27/05	Tue 2/1/05	High	75	
77	7.7	Phase 2		18 days	Thu 1/27/05	Thu 2/3/05	High	76	
78	7.8	Phase 3		31 days	Thu 1/27/05	Thu 2/24/05	High	77	
79	7.9	Legacy System Development		31 days	Thu 1/27/05	Thu 2/24/05	High	78	
80	8.0	System Release Procedures		20 days	Wed 2/24/05	Wed 3/2/05	High	79	
81	8.1	Final Support Strategy		21 days	Thu 2/24/05	Thu 3/3/05	High	80	
82	8.2	Help Desk		21 days	Thu 2/24/05	Thu 3/3/05	High	81	
83	8.3	Application		21 days	Thu 2/24/05	Thu 3/3/05	High	82	
84	8.4	Operational		21 days	Thu 2/24/05	Thu 3/3/05	High	83	
85	8.5	Develop User Migration Strategy		18 days	Wed 2/24/05	Thu 3/3/05	High	84	
86	8.6	Communicate with COLLECT Training Unit		41 days	Wed 2/24/05	Thu 4/7/05	High	85	
87	8.7	Identify Areas 1 Users		8 days	Wed 2/24/05	Thu 3/2/05	High	86	
88	8.8	Identify Areas 2, 3 Users		9 days	Wed 2/24/05	Fri 3/4/05	High	87	
89	8.9	Develop and Approve COLLECT Phase 1 Implementation Plan	1.5.2.1	11 days	Wed 2/24/05	Mon 3/7/05	High	88	
90	9.0	Review and Approve COLLECT Phase 2 Implementation Plan	1.5.2.2	18 days	Thu 2/24/05	Thu 3/24/05	High	89	
91	9.1	Review and Approve COLLECT Phase 3 Implementation Plan	1.5.2.3	16 days	Thu 2/24/05	Wed 3/23/05	High	90	
92	9.2	Execute Change (Config, Agent Procedures)		40 days	Thu 2/24/05	Thu 4/7/05	High	91	

ID	Order	Task Name	Mission	Est. #	Duration	Start	End	Remarks	Priority
667	7A	Enroute Phase 1 Request Procedure	Enroute Phase 1 Request Procedure	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
668	7B	Enroute Phase 2 Support	Enroute Phase 2 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
669	7C	Enroute Phase 3 Support	Enroute Phase 3 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
670	7D	Enroute Phase 4 Support	Enroute Phase 4 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
671	7E	Enroute Phase 5 Support	Enroute Phase 5 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
672	7F	Enroute Phase 6 Support	Enroute Phase 6 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
673	7G	Enroute Phase 7 Support	Enroute Phase 7 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
674	7H	Enroute Phase 8 Support	Enroute Phase 8 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
675	7I	Enroute Phase 9 Support	Enroute Phase 9 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
676	7J	Enroute Phase 10 Support	Enroute Phase 10 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
677	7K	Enroute Phase 11 Support	Enroute Phase 11 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
678	7L	Enroute Phase 12 Support	Enroute Phase 12 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
679	7M	Enroute Phase 13 Support	Enroute Phase 13 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
680	7N	Enroute Phase 14 Support	Enroute Phase 14 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
681	7O	Enroute Phase 15 Support	Enroute Phase 15 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
682	7P	Enroute Phase 16 Support	Enroute Phase 16 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
683	7Q	Enroute Phase 17 Support	Enroute Phase 17 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
684	7R	Enroute Phase 18 Support	Enroute Phase 18 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
685	7S	Enroute Phase 19 Support	Enroute Phase 19 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
686	7T	Enroute Phase 20 Support	Enroute Phase 20 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
687	7U	Enroute Phase 21 Support	Enroute Phase 21 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
688	7V	Enroute Phase 22 Support	Enroute Phase 22 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
689	7W	Enroute Phase 23 Support	Enroute Phase 23 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
690	7X	Enroute Phase 24 Support	Enroute Phase 24 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
691	7Y	Enroute Phase 25 Support	Enroute Phase 25 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
692	7Z	Enroute Phase 26 Support	Enroute Phase 26 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
693	7AA	Enroute Phase 27 Support	Enroute Phase 27 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
694	7AB	Enroute Phase 28 Support	Enroute Phase 28 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
695	7AC	Enroute Phase 29 Support	Enroute Phase 29 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
696	7AD	Enroute Phase 30 Support	Enroute Phase 30 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
697	7AE	Enroute Phase 31 Support	Enroute Phase 31 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
698	7AF	Enroute Phase 32 Support	Enroute Phase 32 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
699	7AG	Enroute Phase 33 Support	Enroute Phase 33 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days
700	7AH	Enroute Phase 34 Support	Enroute Phase 34 Support	426 days	Mon 22/04	Mon 22/04	Mon 22/04	426 days	426 days

Order	Task Name	Microsoft	Chk. S.	Duration	Start	End	From	To	Resource
700	System Admin 6/1/94	1.000000	1	20 days	Mon 6/20/94	Mon 7/20/94	ATK 616	ATK 616	ATK 616
701	System Admin 6/1/94	1.000000	1	19 days	Mon 6/20/94	Mon 7/19/94	ATK 616	ATK 616	ATK 616
702	Technical Support	1.000000	1	10 days	Mon 6/20/94	Mon 7/10/94	ATK 616	ATK 616	ATK 616
703	Help Desk	1.000000	1	20 days	Mon 6/20/94	Mon 7/20/94	ATK 616	ATK 616	ATK 616
704	Rolling Review and Approve Phase 3 Support & Update Training Materials	1.000000	1	10 days	Thu 6/23/94	Thu 7/13/94	ATK 616	ATK 616	ATK 616
705	Training Materials	1.000000	1	1 day	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616
706	Online Technical Pre-Release Training (RCH)	1.000000	1	30 days	Thu 6/23/94	Thu 7/23/94	ATK 616	ATK 616	ATK 616
707	Deliver Training According to Training Strategy	1.000000	1	45 days	Thu 6/23/94	Thu 7/23/94	ATK 616	ATK 616	ATK 616
708	Phase 1	1.000000	1	19 days	Thu 6/23/94	Thu 7/13/94	ATK 616	ATK 616	ATK 616
709	Pre-view Trainer	1.000000	1	3 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
710	Help Desk	1.000000	1	3 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
711	System Administration	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
712	Technical Support	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
713	Technical Support	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
714	Technical Support	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
715	Phase 2	1.000000	1	18 days	Thu 6/23/94	Thu 7/13/94	ATK 616	ATK 616	ATK 616
716	System Administration (includes part 725)	1.000000	1	8 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
717	Technical Support (includes part 725)	1.000000	1	10 days	Thu 6/23/94	Thu 7/3/94	ATK 616	ATK 616	ATK 616
718	Help Desk (includes part 725)	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
719	Help Desk (includes part 725)	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
720	Help Desk (includes part 725)	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
721	Phase 3	1.000000	1	22 days	Thu 6/23/94	Thu 7/13/94	ATK 616	ATK 616	ATK 616
722	Technical Training (includes part 727)	1.000000	1	18 days	Thu 6/23/94	Thu 7/13/94	ATK 616	ATK 616	ATK 616
723	Local Law Enforcement	1.000000	1	310 days	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616
724	State Police	1.000000	1	310 days	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616
725	Federal Agencies	1.000000	1	310 days	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616
726	Other Agencies	1.000000	1	310 days	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616
727	Help Desk (includes part 727)	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
728	Help Desk	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
729	System Administration	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
730	Technical Support	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
731	Training/Trainer Roll-over/Release New Update	1.000000	1	5 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
732	Release COLLECT Update Training	1.000000	1	20 days	Thu 6/23/94	Thu 7/13/94	ATK 616	ATK 616	ATK 616
733	Launch System Modifications	1.000000	1	6 days	Thu 6/23/94	Thu 6/29/94	ATK 616	ATK 616	ATK 616
734	Phase 3 Training/Trainer Training/Complete	1.000000	1	1 day	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616
735	End-user Phase 3 Security User Training Delivery	1.000000	1	310 days	Thu 6/23/94	Thu 6/23/94	ATK 616	ATK 616	ATK 616

ID	Owner	Task Name	Winston	DEL #	Duration	Start	End	Project	Resources	Notes
774	657	9.1. Documentation	1.6.1.2	1.6.1.2	1 day	Thu 02/08/00	Thu 02/08/00	622004	ATB	ATB-77172/707F
775	657	9.1.1. Develop, Review, and Approve Documentation-Acceptance Guide	1.6.1.2	1.6.1.2	41 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB
776	657	9.1.1.1. Develop COLLECT Application Documentation	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
777	657	9.1.1.2. Define Phase 1 Templates (incl. Table of Contents)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
778	657	9.1.1.3. Review, Prepare, and Approve Phase 1 Documentation Templates	1.6.1.2	1.6.1.2	20 days	Thu 02/08/00	Thu 02/22/00	622004	ATB	ATB-77155
779	657	9.1.1.4. Develop Documentation	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
780	657	9.1.1.5. Use (Review of pre-communication) for Phase 2	1.6.1.2	1.6.1.2	3 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
781	657	9.1.1.6. System Administration	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
782	657	9.1.1.7. Technical Support / Application Detail	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
783	657	9.1.1.8. Technical Support / Operations Detail	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
784	657	9.1.1.9. Help Desk Procedures	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
785	657	9.1.1.10. Review, Prepare, and Approve Phase 2 Documentation Templates	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
786	657	9.1.1.11. Define Phase 2 Templates (incl. Table of Contents)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
787	657	9.1.1.12. Develop, Review, and Approve Phase 2 Documentation Templates	1.6.1.2	1.6.1.2	20 days	Thu 02/08/00	Thu 02/22/00	622004	ATB	ATB-77155
788	657	9.1.1.13. System Administrator (includes MATHIST)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
789	657	9.1.1.14. Technical Support / Application for Utilities	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
790	657	9.1.1.15. Technical Support / Operations (includes MATHIST)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
791	657	9.1.1.16. Help Desk Procedures (includes MATHIST)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
792	657	9.1.1.17. MATHIST-APPROVED User	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
793	657	9.1.1.18. MATHIST-APPROVED Technical Support	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
794	657	9.1.1.19. Review, Prepare, and Approve Phase 2 Documentation Templates	1.6.1.2	1.6.1.2	20 days	Thu 02/08/00	Thu 02/22/00	622004	ATB	ATB-77155
795	657	9.1.1.20. Define Phase 3 Templates (incl. Table of Contents)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
796	657	9.1.1.21. Review, Prepare, and Approve Phase 3 Documentation Templates	1.6.1.2	1.6.1.2	20 days	Thu 02/08/00	Thu 02/22/00	622004	ATB	ATB-77155
797	657	9.1.1.22. Develop Documentation	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
798	657	9.1.1.23. User (includes MATHIST)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
799	657	9.1.1.24. Help Desk Procedures	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
800	657	9.1.1.25. Review, Prepare, and Approve Phase 3 (Final)	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155
801	657	9.1.1.26. Phase 3 Technical & User Update	1.6.1.2	1.6.1.2	10 days	Thu 02/08/00	Thu 02/15/00	622004	ATB	ATB-77155



**Exhibit 2
Payment Schedule**

1. Payment for Services. The services hereunder shall be provided on a Time and Materials ("T&M") basis; that is, MAXIMUS shall pay (i) Subcontractor fees for all hours spent performing the services, plus the actual cost of travel, materials, equipment, taxes, and incidental expenses; and (ii) the fees for such services shall be calculated based on the hourly labor rates set forth in the table in section 3 below.
2. Payment for Licensed Software Deliverables.
 - ATS Pyramid XMR: \$125,000 due within 30 days after the date the last party signs this Agreement. \$125,000 due upon Client acceptance of the Licensed Software Deliverable.
 - ATS Pyramid XN2: \$98,500 due within 30 days after the date that the last party signs this Agreement. \$98,500 due upon Client acceptance of the Licensed Software Deliverable.
 - SW Support & Maintenance Fees: Due annually on the anniversary of acceptance of the Licensed Software Deliverable.
3. Total Value of the Agreement. Total estimated compensation for the services and the Licensed Software Deliverables is set forth in the following table. The Total Estimated T&M Value is an estimate only for MAXIMUS' budgeting/planning and Subcontractor's resource scheduling purposes. Subcontractor shall not exceed the Total Estimated T&M Value without MAXIMUS' prior authorization. In the event that Subcontractor expects at any time to exceed the Total Estimated T&M Value, Subcontractor will inform MAXIMUS in advance and Subcontractor agrees to cooperate with MAXIMUS to provide continuing services on a T&M basis, beyond such Total Estimated T&M Value, so long as MAXIMUS desires continued services.

Description	Hourly Rate	Est. Hours	Est. Charges
T&M Services & Travel:			
Deputy PM	\$ 128	1,909	\$ 255,872
Subject Matter Expert	\$ 169	862	\$ 145,678
Programmer	\$ 111	4,696	\$ 521,256
Programmer/Implementation Support II	\$ 75	1,965	\$ 147,375
Programmer/Implementation Support I	\$ 64	2,168	\$ 138,752
Training/Documentation	\$ 64	3,179	\$ 203,456
Database Administrator	\$ 135	80	\$ 10,800
Estimated Travel, Materials, Etc			\$ 25,000
Total Estimated T&M Value:		14,949	\$ 1,448,189
Licensed Software Deliverable Fees:			
XMR License Fee			\$ 250,000
XN2 License Fee			\$ 197,050
2 nd year Pyramid Support & Maintenance (Exhibit 3)*			\$ 67,050
3 rd year Pyramid Support & Maintenance (Exhibit 3)*			\$ 70,403
4 th year Pyramid Support & Maintenance (Exhibit 3)*			\$ 73,923
5 th year Pyramid Support & Maintenance (Exhibit 3)*			\$ 77,619
Total Licensed Software:			\$ 735,995
Total Value:			\$ 2,184,184

* Fee for both XMR and XN2. 1st year is \$0.

MAXIMUS Confidential

Exhibit 3

Pyramid Support & Maintenance Terms

Support Services.

a. *Scope of Services.* During the term of this Agreement, Subcontractor will provide MAXIMUS the following Support Services for the Licensed Software Deliverables (the "Support Services"):

i. Corrections of substantial defects in the Licensed Software Deliverables so that the Software will operate as described in accordance with the specifications and the user manuals, and as may be modified thereafter in writing by the parties.

ii. Periodic updates of the Licensed Software Deliverables that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) future updates of the Licensed Software Deliverables, except as provided below.

iii. Tier 3 (Subject Matter Expert) Telephone support, including dial-up and e-mail support.

b. *Services Not Included.* * Support Services do not include:

- i. Training
- ii. On-Site support.
- iii. Charged-for-Enhancements that are offered, at Licensor's sole discretion, to Customers upon payment of a license fee.
- iv. Custom Programming Services
- v. Hardware and related supplies
- vi. Support for Commercial software provided by other vendors including, but not limited to, Windows 2000, Exchange 2000, and Oracle.

* The Subcontractor may provide the aforementioned services as T&M services under the Agreement. Such T&M services are separate from Support and Maintenance services and are not covered by the annual Support and Maintenance fees.

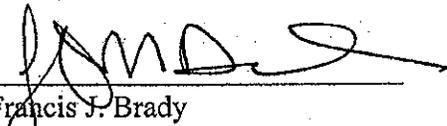
RETURN DATE: SEPTEMBER 4, 2007

MAXIMUS, INC.	:	SUPERIOR COURT
	:	
v.	:	JUDICIAL DISTRICT OF
	:	HARTFORD AT HARTFORD
ADVANCED TECHNOLOGY	:	
SYSTEMS, INC. a/k/a ADVANCED	:	
TECHNOLOGY SYSTEMS OF	:	
VIRGINIA, INC.	:	AUGUST 10, 2007

CERTIFICATE OF NOTICE

All persons who have an interest in the subject matter of the requested declaratory judgment that is direct, immediate, and adverse to the interest of one or more of the parties in the action have been joined as parties to the action or have been given reasonable notice thereof.

PLAINTIFF – MAXIMUS, INC.

By: 

Francis J. Brady
fbrady@murthalaw.com
Jennifer M. DelMonico
jdelmonico@murthalaw.com

Murtha Cullina LLP
CityPlace I - 185 Asylum Street
Hartford, Connecticut 06103-3469
Telephone: (860) 240-6000
Facsimile: (860) 240-6150
Its Attorneys

RETURN DATE: SEPTEMBER 4, 2007

MAXIMUS, INC. : SUPERIOR COURT
: :
v. : JUDICIAL DISTRICT OF
: HARTFORD AT HARTFORD
ADVANCED TECHNOLOGY :
SYSTEMS, INC. a/k/a ADVANCED :
TECHNOLOGY SYSTEMS OF :
VIRGINIA, INC. : AUGUST 10, 2007

STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest, or property in demand, exclusive of interest and costs is
Fifteen Thousand (\$15,000.00) Dollars or more.

PLAINTIFF - MAXIMUS, INC.

By: 

Francis J. Brady
fbrady@murthalaw.com
Jennifer M. DelMonico
jdelmonico@murthalaw.com

Murtha Cullina LLP
CityPlace I - 185 Asylum Street
Hartford, Connecticut 06103-3469
Telephone: (860) 240-6000
Facsimile: (860) 240-6150
Its Attorneys

State of Connecticut

RICHARD BLUMENTHAL
ATTORNEY GENERAL



Hartford

USPS Certified Mail Number 7000 1530 0001 5168 2843, Return Receipt Requested
Via Facsimile to 703.251.8603
Via Electronic Mail to dfrancis@maximus.com

September 17, 2007

David R. Francis, Esq.
Counsel
MAXIMUS, Inc.
11419 Sunset Hills Road
Reston, VA 20190

Re: State of Connecticut
COLLECT System Contract

Dear Mr. Francis:

The State of Connecticut Department of Information Technology ("DOIT") and MAXIMUS, Inc. ("MAXIMUS") entered into an Information Processing Systems Agreement (the "Agreement") effective October 16, 2003 for the use and benefit primarily of the Department of Public Safety ("DPS" and DOIT collectively the "State"). Pursuant to the terms of the Agreement and all documents incorporated into the Agreement by reference, MAXIMUS was required, among other things, to bring the Connecticut On-Line Law Enforcement Communications Teleprocessing System ("Legacy COLLECT System") up to National Crime Information Center 2000 ("NCIC2000") standards. After careful review of MAXIMUS' performance, DOIT and DPS concluded that MAXIMUS was in material default of the Agreement and terminated the Agreement for cause by providing written notice to MAXIMUS, dated May 17, 2007 (the "Termination Letter"). In compliance with Section 23(b) of the Agreement, DOIT and DPS gave MAXIMUS 30 days' notice of termination, making the effective date of termination June 18, 2007. The parties agreed to extend this date first to July 18, 2007 and subsequently to August 18, 2007. By letter dated August 16, 2007, the State reconfirmed to MAXIMUS that its Agreement with MAXIMUS terminated for cause on August 18, when the second extension ended.

The Termination Letter specified the particular material failures in MAXIMUS' performance which justified the termination for cause. I am attaching the Termination Letter in its entirety as Exhibit A to illustrate again for MAXIMUS the reasons the State terminated the

Agreement for cause. In summary, the material defaults include but are not limited to the following: a comprehensive failure to incorporate the functionality of the Legacy COLLECT System into the new MAXIMUS system ("MAXIMUS COLLECT System"); failure to conform to new features of NCIC2000; substantial inferior performance in speed and reliability of queries and search results in the MAXIMUS COLLECT System compared to those of the Legacy COLLECT System; and approximately 800 defects in the MAXIMUS COLLECT System. According to our law enforcement personnel, the resulting delays in data retrieval and incorrect search results could potentially coalesce to jeopardize the safety of law enforcement officers in the field. The State had been notifying MAXIMUS on an on-going basis of all of these failures through the use of Microsoft "Sharepoint" collaboration software since August 16, 2006.

The Termination Letter afforded MAXIMUS the opportunity to cure the documented defaults during the 90-day period following MAXIMUS' receipt of the Termination Letter, on May 18, 2007. The State informed MAXIMUS in the Termination Letter that unless MAXIMUS timely cured the defaults identified in Sharepoint and in Schedule A to the Termination Letter, the State intended to exercise all of the rights that it may have available at law, in equity or in contract, including, but not limited to, the right set forth in Section 23(b) of the Agreement concerning reimbursement "of all moneys paid . . . under this Agreement and . . . for any additional costs reasonably incurred by . . . [DPS] in obtaining such services[.]"

Accordingly, and without waiving any rights to which the State may be entitled at law, in equity or pursuant to the Agreement, since MAXIMUS failed to cure any of the material defaults identified in the Termination Letter, the State of Connecticut is exercising its rights under this Section 23(b) to be reimbursed for all of the moneys that it has paid under the Agreement and now demands immediate payment in full of \$6,213,838.62 no later than October 1, 2007. This reimbursement amount may change, as it does not take into account the costs that the State of Connecticut may have incurred or will incur in obtaining the services called for in the Agreement. MAXIMUS must deliver a certified check, made payable to "Treasurer, State of Connecticut," no later than October 1, 2007, to Assistant Attorney General Nancy Arnold at the Office of the Connecticut Attorney General, 55 Elm Street, Hartford, CT 06106. If MAXIMUS fails to remit timely payment, MAXIMUS will be subject to legal action by this Office in order to recover the State's funds. Such action may include, but is not limited to, filing a court action, repossessing property and recording liens on all appropriate MAXIMUS property.

In addition, all changes which MAXIMUS made in support of the MAXIMUS COLLECT System still reside in the current DPS MNI/CCH test environments. MAXIMUS must review and address each of those changes as follows and test all of the programs listed below to ensure that all programs modified by MAXIMUS in the test environment must perform as currently operating programs in the production environment.

1. MAXIMUS must review the following existing SPBI TELON program source code and determine if it made any changes and remove those changes to the code. At a minimum, MAXIMUS must test the programs against production versions:

SP73RITL

SP73RATL
SP73MATL
SP7333TL

2. The "source code" to the above programs also includes any members from TEST Panvelet (PANT), 'SJ.DB2B.UNIT.COPYLIB' and 'SJ.DB2B.SYST.COPYLIB'. At a minimum, MAXIMUS must review the following members, which may not be an exhaustive list:

SP73C1TL
SP73C1WS
SP73C2TL
SP73C2WS
SP73C5TL
SP73C5WS
SP73C6TL
SP73C6WS

3. MAXIMUS must review the following new (i.e. created by MAXIMUS) TELON programs to determine if they are involved in any calls or links to any current production version SPBI programs. If those calls and links exist, MAXIMUS must remove them and then MAXIMUS must remove all the programs below from TELON (to include any associated members in PANT and/or COPYLIB):

SP73C1.XX
SP73C1.ND
SP73C2.ND
SP73C5.ND
SP73MA.TL
SP7CRI.TL
SP7CRA.TL
SP7CMA.TL

4. MAXIMUS must examine the CICS TRANSACTION codes SJC5 AND SCJ6 in T440 or T400 and if they are not used in the current SPBI test version, MAXIMUS must delete them from CICS.

5. MAXIMUS must review the following Test Panvelet programs, which MAXIMUS has written, and delete them if they are stand-alone programs and have no impact on current SPBI processing. Otherwise, MAXIMUS must modify them such that they have no impact on current MNI/CCH processing:

SP73D1DI
SP73D1XX

David R. Francis, Esq.
September 17, 2007
Page 4

SP73D2DD
SP73D3DI
SP73CQDD

Further, no later than October 15, 2007, MAXIMUS shall deliver to the State complete and accurate copies of the following records (collectively "Records"): (1) working papers, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence directly pertinent to performance under the Agreement, kept or stored in any form; (2) source code in good working order, object code modules and documentation for the Legacy COLLECT system, and any corrections, enhancements, upgrades or other revisions to which the State may be entitled under the Agreement, including, but not limited to, all intellectual property rights associated therewith; and (3) a description of any public domain software incorporated into the source code and object code modules, and of any software which MAXIMUS has incorporated into the Legacy COLLECT System under license from others. To the extent that any of the Records exist in electronic, magnetic or other intangible form, MAXIMUS shall deliver to the State those Records in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

Please contact Assistant Attorney General Nancy Arnold at 860.808.5090 and at nancy.arnold@po.state.ct.us in response to this letter and all future communications with the State.

Very truly yours,


RICHARD BLUMENTHAL

cc: F. Brady, Esq.
N. Arnold, Esq.



STATE OF CONNECTICUT
Department of
Information Technology



Federal Express Tracking Number 8557 5760 0492
USPS Certified Mail Number 7000 1530 0001 5168 2836, Return Receipt Requested
via USPS Express Mail Next Day Service
Via electronic mail to timothyholmes@maximus.com

EXHIBIT A

May 17, 2007

Mr. Timothy Holmes
Director of Contracts, Systems
MAXIMUS, Inc.
11419 Sunset Hills Road
Reston, VA 20190

Re: Notice of Contract Termination
Contract Award No. B-03-018

Dear Mr. Holmes:

The State of Connecticut Department of Information Technology ("DOIT") and MAXIMUS, Inc. ("MAXIMUS") entered into an Information Processing Systems Agreement (the "Agreement") effective October 16, 2003 for the use and benefit primarily of the Department of Public Safety ("DPS"). As of the date of this letter the Agreement remains unabated and continues in full force and effect. Pursuant to the terms of the Agreement and all documents incorporated into the Agreement by reference, MAXIMUS is required, among other things, to bring the Connecticut On-Line Law Enforcement Teleprocessing System ("COLLECT") up to National Crime Information Center 2000 standards. After careful review of MAXIMUS' performance to date, pursuant to Section 23(b) of the Agreement the undersigned hereby notify MAXIMUS that DOIT and DPS (collectively, "the State") are terminating the Agreement for cause due to MAXIMUS' material defaults. In accordance with Section 23(b), this termination is effective thirty (30) days after MAXIMUS receives this notice of termination, which effective date is June 18, 2007.

In August 2006, MAXIMUS submitted the COLLECT application to the State for acceptance testing. However, the State was forced to reject many deliverables for their failure to conform to established requirements. These failures occurred and persisted despite the requirement in the request for proposals ("RFP") that the new COLLECT System have at a minimum the diverse flexibility and functionality of the legacy COLLECT System (section 6.1.2 of the RFP's Technical and Functional Requirements requires the new system to "provide all of the current application functions plus all of the new features of NCIC2000 . . . over CJISNET."). These failures also occurred and persisted despite MAXIMUS' response to this RFP Section. MAXIMUS' response, found in section 6 of its proposal, is as follows: "The MAXIMUS COLLECT solution satisfies all user requirements. Therefore, we have answered affirmatively to all requirements throughout this section."

101 East River Drive • East Hartford, CT 06108-3274

www.state.ct.us

An Equal Opportunity Employer

The extent of MAXIMUS' material defaults under the Agreement is extensive and well documented. Some system features do not work at all and others function unsatisfactorily, such that if the new COLLECT system were to be used, the resulting delays in data retrieval and incorrect search results would, in either case, jeopardize the safety of law enforcement officers in the field. The State has been notifying MAXIMUS on an on-going basis of all of those failures through the use of Microsoft "Sharepoint" collaboration software, which allows all parties to catalogue and track identified system bugs and other issues. The State has not waived any these failures, unless it has done so specifically by a duly authorized representative in a written communication to MAXIMUS. These defaults include but are not limited to the following: a comprehensive failure to incorporate the functionality of the existing COLLECT legacy system into the new system; substantial inferior performance in speed and reliability of queries and search results in the new system compared to those of the current legacy system; and approximately 800 defects in the new product. The Sharepoint entries document hundreds of instances of MAXIMUS' failure to perform, which the State is entitled to have corrected. Again, MAXIMUS is aware of these failures through its use of Sharepoint and while it is impractical to detail in this letter all of those particular instances of failure to perform, a representative sample of failures is set forth in the attached Schedule A, but not by way of limitation, and in no specific order of importance.

Notwithstanding having received your letter to Ms. Jaqueline Shirley, dated March 22, 2007, purporting to terminate the Agreement effective ninety days from then, or June 20, 2007, the State is taking this action because the Agreement continues in force and effect. Your purported letter of termination is an ineffectual attempt to deprive the State of paid-for bargained performance by abandoning, contrary to your contractual obligations, your unfinished work on the project and your responsibilities under the Agreement. Especially after receiving and enjoying the benefits provided by the State under the Agreement, being paid more than \$3,100,000 for services alone, excluding hardware, and after realizing your performance failures, your letter of March 22, 2007 does not excuse MAXIMUS from any of its contractual obligations and responsibilities under the Agreement, nor does the letter impair any of the State's remedies for MAXIMUS' failure to provide the State with a product that fully complies with the requirements of the Agreement. Considering that the collective deliverables do not work, this action places the State in the untenable position of having spent nearly \$6 million, in the aggregate, on a project with no usable product to justify the expense.

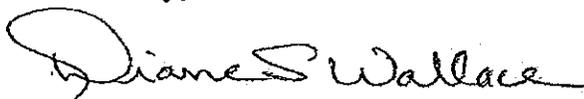
MAXIMUS' notice of purported termination is dated only seven days after its March 15, 2007 letter to DPS concerning MAXIMUS' subcontractor, Advanced Technology Systems ("ATS"). In its March 15th letter, MAXIMUS notified the State that ATS was terminating its contract with MAXIMUS for the Connecticut COLLECT project. In its proposal, MAXIMUS prominently showcased ATS for its technologically advanced public safety products, including the ATS Pyramid Public Safety solution and ATS' partnering with the National Law Enforcement System ("NLETS") to develop the next generation of XML web services across the operational NLETS network. The State awarded the Agreement to MAXIMUS based in large measure on ATS' participation. Without the ability to draw upon ATS' expertise for the COLLECT project, the timing of the two letters appears to be an admission that MAXIMUS no longer desires to perform as required in the Agreement. Even without ATS' expertise, MAXIMUS remains obligated to fully and completely perform its obligations under the Agreement.

To date, MAXIMUS has failed to deliver the new COLLECT System in full accordance with the terms and conditions of the Agreement. The State is taking this action to terminate after repeated meetings and written communications between the parties which have failed to ameliorate MAXIMUS' consistent inability to deliver a functioning system that meets even the most basic, fundamental requirements identified and agreed to by both parties at the onset of this project.

Unless MAXIMUS timely cures the defaults identified in Sharepoint and Schedule A, the State intends to exercise all of the rights that it may have available at law, in equity or in contract, including, but not limited to, the right set forth in Section 23(b) of the Agreement concerning reimbursement "of all moneys paid . . . under this Agreement and . . . for any additional costs reasonably incurred by . . . [DPS] in obtaining such services[.]" By exercising the particular rights set forth in this letter, the State is not waiving any other rights or remedies of any kind available to DOIT or DPS.

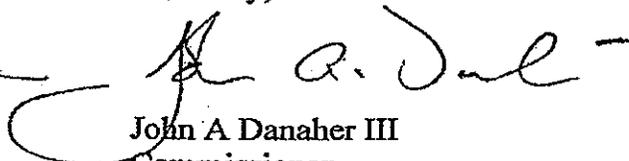
Please contact Ms. Jacqueline Shirley at your earliest convenience to discuss how MAXIMUS intends to proceed if the intent is to cure the default. You can reach her by telephone at 860.622.2327 and via e-mail at Jacqueline.shirley@ct.gov. For all other purposes, you should communicate directly and exclusively with DOIT counsel Augustus Cavallari. You can reach him by telephone at 860.622.2406 and via e-mail at Augustus.cavallari@ct.gov. If MAXIMUS will not be able to cure, you should expect communications from the State in the near future to discuss turning over to the State everything that is State property.

Sincerely,



Diane Wallace
Chief Information Officer
Department of Information
Technology

Sincerely,



John A. Danaher III
Commissioner
Department of Public Safety

cc: Dawn Hellier, DPS
Lt. Col. Cheryl Malloy, DPS
Augustus Cavallari, DOIT
Jacqueline Shirley, DOIT
Nancy Arnold, AGO
Henri Alexandre, AGO

SCHEDULE A
TO TERMINATION FOR CAUSE LETTER
CONCERNING
AGREEMENT WITH MAXIMUS, INC. FOR COLLECT SYSTEM
REPRESENTATIVE SAMPLE OF PERFORMANCE FAILURES

The following table sets forth the meaning of various terms and acronyms used in this Schedule A.

ACRONYM OR TERM	MEANING
300 Number	When a someone's right to obtain a license or register a vehicle has been suspended, DMV assigns a number to that person beginning with the digits "300"
CCH	State Police Criminal History File
CJIS	Connecticut's Justice Information System
CSA	CJIS Systems Agency
DOB	Date of birth
DOC	Department of Correction
FBI	Federal Bureau of Investigation
FLQW	A particular screen in the COLLECT System
GETM	Get Message. A particular screen in the COLLECT System
ID	Identification
NCIC	National Crime Information Center
NLETS	National Law Enforcement Telecommunication System
OBTS	Offender Based Tracking System
OLN	Operator License Number
ORI	Originating Agency
Phonetic Search	Using queries designed to retrieve multiple spellings
POR	Protective Order Registry
PRAWN	Paperless Re-arrest Warrant Network
QV	Query of Vehicle
QW	Query Wanted
REG	Registration
SPALL	State Police All. A reference exclusive to State Police locations.
SPRC	State Police Record Check
SOR	Sex Offender Registry
SSN	Social Security Number
Supervising Officer	Individual responsible for supervising persons whose activities are subject to monitoring
UAT	User Acceptance Testing
VIN	Vehicle Identification Number

The following chart concerns the "FL02" screen.

	Legacy COLLECT System Functionality	Corresponding Failure in MAXIMUS COLLECT System
1.	Response time to queries does not exceed 10 seconds. Current average time is less than 2 seconds.	MAXIMUS proposal promised a less than 2 <u>second</u> response time, yet system often exceeds 2 <u>minutes</u> response time and fails to meet the NCIC 2000 requirements.
2.	With Connecticut passenger plate queries, the information is sent to DMV. The REG is matched and the registered owner's name, DOB and the VIN are returned. This data are sent to COLLECT, NCIC, and PRAWN. DMV data and recent inquiries are displayed based on the REG that was run.	With same query, the REG is sent to NCIC and COLLECT only. The information is not sent to DMV to obtain the name of the registered owner or the VIN, so, the system only checks what is keyed in. This requires users to run four separate inquiries to obtain the same information that the legacy COLLECT gives them with one inquiry. This is contrary to the approved Detail Design, at sec. 1.2.2 page 3-145 – 150.
3.	Allows Phonetic Search of DMV records.	This functionality is not available.
4.	Allows queries using the numeric codes that DMV assigns to the different types of Connecticut non-passenger plates – combination, commercial, motorcycle, trailer, etc. DMV codes do not match the codes in the NCIC Code Manual.	This functionality is not available. User must know the corresponding NCIC Type code for the plate. This means that to run a combination plate, the user must know that <u>ALL OTHERS</u> type code = ZZ and must be used. Using ZZ instead of DMV codes may cause the response to be delayed because it may require a manual search at the DMV communications center.
5.	DMV response spells out the record status.	DMV response only provides internal DMV numeric code.
6.	When querying a Connecticut VIN, the information is sent to DMV and the VIN is matched and the registered owner's name, DOB and REG are retrieved and sent to COLLECT and NCIC. The name and DOB are sent to PRAWN. We display the DMV information based on the VIN that was run. We also display recent inquiries (instate and out of state). We get a Phonetic Search of DMV records.	With same query, although the VIN is sent to DMV, the REG, the VIN and the primary registered owner's name and DOB are not retrieved for a COLLECT and NCIC check. There is no stolen vehicle check by REG, a person check by the registered owner's name, or a PRAWN check. Here again, the user is required to run three or four inquiries to get the information the legacy provides with one.

7.	Allows a query of COLLECT, NCIC and DMV using partial VIN (first few digits). The DMV information includes all matching records in their file. All registration information based on the partial part of the VIN.	Only allows a search of NCIC, COLLECT (QV) and recent inquiries. The DMV search comes back with "no records found" for that partial VIN.
8.	Allows a query of COLLECT, NCIC and DMV using partial VIN (last 8 digits).	Provides a search of NCIC, COLLECT (QV) only.
9.	A VIN and a Region Code (A1-H1) query in the State field will send the VIN to CT, ME, MA, NH, RI, VT. Each state will respond. VIN is also sent to COLLECT and NCIC.	Same query results in the following error message: "PLEASE ENTER A VALID STATE CODE"
10.	A Name, DOB, SEX and a Region Code (A1-H1) query in the State field (Region A1 inquiry) will send the VIN to CT, ME, MA, NH, RI, VT. Each state will respond. Name and DOB is also sent to COLLECT and NCIC.	Same query results in the following error message: "PLEASE ENTER A VALID STATE CODE"
11.	With a driver's license number query, COLLECT grabs the name and DOB from DMV. There is a COLLECT search on the OLN, name and DOB found in the DMV record. NCIC searches on the OLN, name and DOB. The name and DOB are also searched on PRAWN. The COLLECT search is COLLECT recent inquires (instate and out of state).	The query is sent to DMV only. There is no inquiry sent NCIC, COLLECT or PRAWN.
12.	With an OLN check, COLLECT checks the OLN against all in state person records (wanted person, missing person, sex offender, etc.) and also sends the OLN to NLETS	OLN checks sent to NLETS only. There is no in state checks based upon the OLN.

13.	With a REG query by name, if there is only one matching record in DMV, the REG, the VIN and the primary registered owner's name and DOB are pulled and are all sent to COLLECT, and NCIC. The name and DOB are sent to PRAWN. We display the DMV information based on the owner's name. We also display recent inquiries (instate and out of state)	Queries the COLLECT system only based upon the name keyed in. No NCIC or PRAWN searches. DMV is searched only by an exact match, making the search unforgiving of typos and other simple errors, which result in a negative response.
14.	Allows name and partial DOB queries. Retrieves all possibilities.	Not able to test, wildcards not working at this time
15.	REG query by last name allows search by last name, comma, and question mark. The response provides REG information based on a Phonetic Search of the last name. No limit on number of results retrieved. If there are 1000 records, users can view them all.	Query by last name results in a DMV REG response indicating this exceeds the capacity of the system. Maximum number of records that can be returned is 200. The OLN result shows responses sorted by month, and then by year of birth. It only provides exact matches on name. There is no Phonetic Search.
16.	With a REG query by name and DOB, when there are multiple vehicles registered to that person, the legacy system searches NCIC on the name and DOB, COLLECT on the name and DOB, and PRAWN. It also searches DMV, providing REG on current and cancelled vehicles associated with that name and DOB.	Searches NCIC on the name and DOB, COLLECT person files by the name and DOB, and PRAWN. Also provides OLN from DMV files. DMV response does not provide vehicle status (valid, canceled, etc) also some data is missing such as emission due date.
17.	With a REG query by name and DOB when there is only one vehicle registered to the person, the system searches DMV files and returns the REG and VIN. The REG, VIN and the owner's name and DOB are sent to NCIC and COLLECT. It also provides a search of PRAWN and recent inquiries and provides REG information from DMV files.	Same query searches NCIC by name and DOB only. The COLLECT search was by name and DOB only. There was a PRAWN search and recent inquiries search. It gives the REG information and the operator license information as found in the DMV files. Does not search DMV files by REG or VIN.

18.	COLLECT will search a name and a partial DOB using just the month, day or year or any combination of the 3. If querying by year the system will retrieve a list matching names with DOBs of the year keyed in.	Same query results in the following error message: Microsoft VBScript runtime error '800a000d' Type mismatch: '[string: "1983*"]' /sqlpks/PersonVehicleRequest.asp, line 105
19.	The existing system searches REGs by "company name, *." This is just a Connecticut DMV check.	Does not allow queries by company name. Same query results in response that DMV exceeds the search capacity. The driver response indicates no records found.
20.	System allows queries using DMV's 300 Numbers.	Queries by the 300 Numbers provided no information.
21.	Query by name and DOB provides information from the REG files, Searches COLLECT, NCIC, PRAWN and DMV.	Query by name and DOB, under the Driver and REG Information section provides information from both the REG files and the operator's license files. Clicking on the driver information and the response comes back to the bottom of the response queue instead of at the top. There are inconsistencies in the response queues displays. Because of the inconsistencies, one is never sure where to find the response to the most recent check. From the driver response, using the "ALL" option from the secondary inquiry option does not work.
22.	Query by OLN or name will provide address and license status.	Same query <u>does not</u> provide the address or license status
23.	REG check provides a numeric vehicle class code.	REG check provides a new alphabetic class code that is incompatible with the existing numeric class codes. There is a field labeled "status" that no one knows what it is.

The following chart concerns the FLQW screen.

	Legacy FLQW Screen Functionality	Corresponding Failure in MAXIMUS FLQW Screen
1.	Allows SSN queries	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
2.	Allows OLN queries and get a search of COLLECT.	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
3.	Allows queries of miscellaneous numbers	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
4.	Allows queries of FBI numbers	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
5.	Allows a REG-only query and receive both a COLLECT and NCIC search	Same query searches COLLECT only, not NCIC. To force an NCIC search on this screen both the REG and state code are needed.
6.	Allows queries by zip code	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
7.	Allows queries by zip code and street	Same query results in the following message: "You have not filled out sufficient criteria for submission. Please consult the help file below and try again."
8.	Allows queries by ORI and date entered	Same query results in the following message: "Failure error: The CTC-QW transaction must contain one of the following – query criteria in order to perform a wanted person inquiry against the collect data base: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/VCO/VST/VYR, NAM/OCA, ORI/OCA/DA."

<p>9.</p>	<p>Allows queries by ORI and an agency case number</p>	<p>Same query results in the following message:</p> <hr/> <p>COLLECT/NCIC Inquiry Results (1 Hits)</p> <hr/> <p>Inquiry To NLETS No, NCIC No, COLLECT Yes, PRAWN No</p> <table border="0"> <tr> <td>Date/Time</td> <td>System</td> <td>Type</td> <td>Flags</td> <td>Details</td> </tr> <tr> <td>1/17/2007</td> <td>COLLECT</td> <td>CTC-QW</td> <td></td> <td>Failure ERROR: The CTC-QW transaction must contain one of the following query criteria in order to perform a Wanted Person Inquiry against the COLLECT Database: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/CON/VST/YR, NAM/OCA, ORI/OCA/DA</td> </tr> <tr> <td>1150</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Date/Time	System	Type	Flags	Details	1/17/2007	COLLECT	CTC-QW		Failure ERROR: The CTC-QW transaction must contain one of the following query criteria in order to perform a Wanted Person Inquiry against the COLLECT Database: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/CON/VST/YR, NAM/OCA, ORI/OCA/DA	1150				
Date/Time	System	Type	Flags	Details													
1/17/2007	COLLECT	CTC-QW		Failure ERROR: The CTC-QW transaction must contain one of the following query criteria in order to perform a Wanted Person Inquiry against the COLLECT Database: NAM, NAM/DOB, FBI, MNU, SOC, OLN, LIC/LIS, VIN, VIN/VMA, VMA/VMO/CON/VST/YR, NAM/OCA, ORI/OCA/DA													
1150																	
<p>10.</p>	<p>Allows queries by ORI and partial date and get a search from COLLECT</p>	<p>Same query results in the following message:</p> <p>“Date entered has an invalid value according to its data type.”</p>															
<p>11.</p>	<p>Allows query by REG ONLY and retrieves a response from COLLECT and NCIC.</p>	<p>Same query only checks COLLECT, not NCIC.</p>															
<p>12.</p>	<p>Allows queries by partial VIN and retrieves a response from COLLECT and NCIC.</p>	<p>Same query only checks COLLECT, not NCIC.</p>															
<p>13.</p>	<p>When you run an “NCIC number” on a vehicle record, the system will search NCIC for the vehicle data.</p>	<p>Same query results in the following message (instead of displaying the record, it searches QW only, not QV):</p> <p>REJECT RESPONSE</p> <p>REJECT - NIC PREFIX DOES NOT AGREE WITH MESSAGE KEY IN010000068529.QW.CT0014400.NIC/V072022497.IND/Y NCIC Number: V072022497 - NIC PREFIX DOES NOT AGREE WITH MESSAGE KEY IN010000068529.QW.CT0014400.NIC/V072022497.IND/Y</p>															
<p>14.</p>	<p>Allows query by make of vehicle and any two or more additional fields on the vehicle description line and retrieve a response form COLLECT.</p>	<p>Same query yields same results as long as no more than two fields are queried. Querying more than two fields results in duplicate responses (the same response twice).</p>															

The following chart concerns the GETM Screen.

	Legacy COLLECT GETM Screen	Corresponding Failure in MAXIMUS GETM Screen
1.	Allows scanning through all messages sent over COLLECT and NLETS within the previous eight weeks.	This functionality is not available.
2.	Allows display of messages using a Connecticut message number.	This functionality is not available.
3.	Allows every free text message to be assigned a Connecticut message number and thereafter to be retrieved using this number by any COLLECT terminal. The message number indicates the message was sent.	No ability to acknowledge that the message was sent.
4.	All messages are assigned a COLLECT ID Connecticut message number.	This functionality is not available.
5.	Allows modification of sent messages and resending them.	This functionality is not available.
6.	Allows users to list the number of times a message is re-routed and indicate to whom it was addressed.	Allows re-routing of messages, however there is no easy way to determine how many times it was resent and to whom it was addressed.
7.	Allows retrieval of messages based on file type, plates, vehicles, wanted persons, hit and run, administrative messages (SPALL), general police information, etc.	This functionality is not available.
8.	Allows scanning through messages based on a specific address.	This functionality is not available.
9.	Allows scanning through messages going forward or backward.	This functionality is not available.
10.	COLLECT allows us to reroute a message.	This functionality is not available.
11.	Only the OA and the CSA have the capability to alter a message. It cannot be altered by other agencies.	The security of this functionality is not available.

The following concern miscellaneous issues:

1. Legacy COLLECT system allows user to use just one screen to request and print a criminal record SPRC. MAXIMUS COLLECT system requires four steps to request a criminal history. To print the rap sheet requires the user to page forward and print each page separately.
2. Legacy COLLECT System allows date and time stamps on inquiries, responses or entries. This is an important functionality since these are legal documents and are used in court cases. This functionality is not available in the MAXIMUS COLLECT system.
3. Bug fixes created other bugs. Name searches were producing hits on the Supervising Officers in the Supervised person's file. The Supervising Officer should not show up as a hit in the system. This problem appeared after the fix for the Missing Person Associate name was sent back to be retested.
4. Message queues - There is limited information displayed on unsolicited messages. User cannot identify what type of incoming message they are dealing with.
5. My inquiry Message queue -The order of messages in the response queues has no standard. They are not always in the same order. Sometimes the most recent response is at the top, the middle or the bottom. The queues should be in chronological order.
6. Print function - There is no easy way to print the screens. This problem is found in the My inquiry Message queue, unsolicited messages or response queues. User cannot print the entire message in the queue. Only the first 20 to 28 lines will print no matter what the user does to work around the printing issue.
7. We must continually review the field order on the screens because the results of the queries are not displayed in chronological order, which has an impact on the workflow.
8. Keyboard mapping - The use of the backspace key is inconsistent. Sometimes the backspace key erases characters and sometimes it navigates to a different screen and sometimes. The space bar acts as an enter key on a few screens.
9. Some drop down menus are difficult to use. Some drop downs are listed in alphabetical order and some are not.
10. Data entry and inquiry drop down menus - Some drop down menus the code provide explanation, and some show numeric or alpha codes. Both should be displayed in a logical, user-friendly order. Using the drop down menus the user should not be required to look a code to determine its meaning.
11. Some screens provide help files and others do not.
12. The help file information does not provide clear directions or clear instructions to resolve a problem. Help information often fails to provide substantive help.
13. Users cannot remove fraudulent and supplemental data at the same time from the person file records. The data has to be removed one at a time. Legacy COLLECT System allows users to delete all fraudulent and supplemental fields at one time.
14. Records are sometimes accepted in NCIC and rejected in the COLLECT System. This should never happen; the two systems must always be in synch. This process will cause COLLECT and NCIC records to be out of synch. Exacerbating this synchronicity failure is that users cannot modify

the records to correct the problem. Current COLLECT does not allow a record to be sent to NCIC before it has been verified and accepted in COLLECT; keeping the two systems in synch.

15. In the legacy COLLECT System, if a user keys in an invalid code in a field and hits the enter key, legacy COLLECT will highlight the incorrect data and allow the user to re-key the correct code and resubmit the entry. The MAXIMUS COLLECT system appears to accept the entry, then returns an error message stating "record failure" without indicating the incorrect entry, thereby forcing the user to start entering the entire record from scratch.

16. Lack of flexibility and functionality in editing often results in an inordinate amount of time spent entering records. In one instance, entering a single missing person record took a day and a half.

17. The legacy COLLECT System allows queries by record type so that users may look at all wanted persons, stolen vehicle and other entries. This is very desirable investigative tool. This functionality is not available with the MAXIMUS COLLECT system.

18. The system response time of the MAXIMUS COLLECT system is inadequate. The response should come back within 10 seconds, but does not. When a request is submitted and there is no immediate response, the user must continually press the refresh key in order to force a response.

19. Legacy COLLECT System allows users to access approximately 115,000 records that are active today, some going back nine years. These records are accessed using seven-digit Connecticut message numbers. The MAXIMUS COLLECT system does not allow the retrieval of any of these legacy COLLECT records that have seven-digit Connecticut message numbers. COLLECT and NCIC have similar retention periods. A wanted person record will remain on file in COLLECT for 9 years and indefinitely in NCIC. Users will not have access to the 115,000 valid records currently in the system.

20. The MAXIMUS COLLECT system does not allow the free text messaging to word wrap. The message shows up with only the characters that fit on the left side of the screen. The bulk of the message is lost in cyberspace.

21. Agencies receive messages from other in-state and out of state agencies and messages intended as national alerts. These messages are often unsolicited. The MAXIMUS system will display these messages in a users queue randomly, not in chronological order, so that a message received at 3:00 P.M. may be displayed among messages received in the morning.