Prospectus

This document constitutes part of a prospectus covering securities
that have been registered under the Securities Act of 1933.

15,000,000 Shares of Common Stock
Par Value $0.01 per Share

CBIZ, Inc.

Offered under the

CBIZ, INC.
2002 AMENDED AND RESTATED STOCK INCENTIVE PLAN
(Amended and Restated as of May 12, 2011)

This prospectus relates to a maximum of 15,000,000 shares of common stock, par value $0.01 per share, of CBIZ, Inc. that are reserved for issuance under the CBIZ, Inc. 2002 Amended and Restated Stock Incentive Plan (amended and restated as of May 12, 2011).

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is August 18, 2011.

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CBIZ, INC.

INTRODUCTION

CBIZ, Inc., (referred to in this prospectus as "***the Company***," "***our***," or "***we***") a Delaware corporation, is offering its employees, directors, and consultants, and the employees, directors, and consultants of any parent and subsidiary companies, shares of its common stock pursuant to the terms of the CBIZ, Inc. 2002 Amended and Restated Stock Incentive Plan (the "***Stock Incentive Plan***") as amended and restated as of May 12, 2011 (the "***Restated Stock Incentive Plan***").

CBIZ provides professional business services, products and solutions that help its clients grow and succeed by better managing their finances and employees. These services are provided to businesses of various sizes, as well as individuals, governmental entities and not-for-profit enterprises throughout the United States and parts of Canada. CBIZ delivers its integrated services through the following four practice groups:

- Financial Services
- Employee Services
- Medical Management Professionals
- National Practices

Our common stock, par value $0.01 per share, which we refer to in this prospectus as the common stock, trades on the New York Stock Exchange under the symbol "***CBZ***." Our principal executive offices are located at 6050 Oak Tree Blvd. Suite 500, Cleveland, Ohio 44131 (telephone: (216) 447-9000). Our Internet address is *www.CBIZ.com*. The information on our website or on any website referring to us is not part of this prospectus.

A BRIEF SUMMARY OF THE 2002 AMENDED AND RESTATED STOCK INCENTIVE PLAN

Effective May 12, 2011, our board of directors and a majority of our stockholders approved the amendment and restatement of the CBIZ, Inc. 2002 Amended and Restated Stock Incentive Plan. The Restated Stock Incentive Plan amends the Stock Incentive Plan to (1) extend the term of the Stock Incentive Plan an additional ten years until the day before the annual meeting of stockholders to be held in calendar year 2021, (2) expand the business criteria on which performance goals may be based for performance-based incentive awards, and (3) make additional changes to reflect recent changes to the Internal Revenue Code and recent accounting pronouncements.

The purpose of the Restated Stock Incentive Plan is to give us a competitive advantage in attracting, retaining and motivating officers, employees, and directors and to provide us and any parent and subsidiary companies with a stock plan providing incentives directly linked to the profitability of our businesses and increases in stockholder value. References to the Company, we, our, or us include any parent and subsidiary companies, as applicable.

The Restated Stock Incentive Plan provides a means by which we may give eligible participants an opportunity to benefit from increases in value of our common stock through the granting of one or more of the following "***awards***":

- Stock options (including both "***incentive stock options***" and "***nonqualified stock options***"),
- Stock appreciation rights (which we sometimes refer to as "***SARs***");
- Stock or cash-based performance awards, and
- Other stock-based awards that may be granted under the Restated Stock Incentive Plan.

Subject to adjustment for certain corporate events, the maximum number of shares of our common stock authorized and reserved for issuance under the Restated Stock Incentive Plan is 15,000,000.

Summary of our 2002 Amended and Restated Stock Incentive Plan (Amended and Restated as of May 12, 2011).

The following is a summary of the principal terms and provisions of the Restated Stock Incentive Plan. A copy of the Restated Stock Incentive Plan has been provided to you with or before the delivery of this prospectus. The following description of the Restated Stock Incentive Plan is qualified in all respects by reference to the Restated Stock Purchase Plan itself.

Eligibility. Our employees, directors, and consultants are eligible for awards, except that only our employees are eligible for incentive stock options. A written agreement between the Company and each participant will evidence the terms of each award granted under the Restated Stock Incentive Plan.

Shares Subject to the Restated Stock Incentive Plan. Subject to adjustments for certain changes in our corporate capitalization, the maximum number of shares of common stock that may be delivered to participants under the Restated Stock Incentive Plan is 15,000,000 shares. After May 12, 2011, no more than 3,200,000 shares can be granted in the form of any award other than stock options and SARs. No participant under the Restated Stock Incentive Plan may be granted awards (other than dividend equivalents) covering more than 1,000,000 shares of common stock in a fiscal year. Shares subject to an award under the Restated Stock Incentive Plan may be either authorized but unissued shares or treasury shares.

If any award is forfeited, or terminates, expires or lapses without being exercised, any shares of common stock subject to such awards will again be available for distribution in connection with awards under the Restated Stock Incentive Plan. Shares of common stock used to pay the exercise price or tax obligations, or shares not issued in connection with settlement of a stock option or SAR or that are used or withheld to satisfy tax obligations under any award, will not be available again for awards under the Restated Stock Incentive Plan.

Administration. The Restated Stock Incentive Plan provides that it will be administered by our board of directors, until the board of directors delegates the administration of the Restated Stock Incentive Plan to a committee. The board of directors has delegated the administration of the Restated Stock Incentive Plan to the compensation committee of the board of directors, who will administer the Restated Stock Incentive Plan with respect to awards and to whom we refer as the "***committee***." It is intended that the members of the committee qualify as "non-employee" and "outside" directors under applicable securities and tax laws. Among other responsibilities, the committee selects participants and determines the type of awards to be granted to a participant, the number of shares of common stock to be covered by awards, and the terms and conditions of each award, including methods of payment or settlement, vesting schedules, and limitations and restrictions on awards, and makes any other determination and may take any action that it deems necessary or desirable to administer the Restated Stock Incentive Plan.

Amendment and Termination. Our board of directors may terminate or amend the Restated Stock Incentive Plan in any respect at any time, except that no amendment may be made without stockholder approval if such approval is required by law, regulation or stock exchange rules. Except as otherwise provided in the Restated Stock Incentive Plan with respect to adjustments in connection with certain corporate events or changes in our common stock, no amendment may be made that would adversely affect the rights of a participant under any outstanding award without such participant's written consent. However, if an award is granted to an individual who is employed outside the United States and who is not compensated from a payroll maintained in the United States, the Restated Stock Incentive Plan permits the committee to modify the Restated Stock Incentive Plan's provisions as they pertain to such individual to comply with applicable foreign law.

Awards and Terms

Stock Options. The committee will grant incentive and nonqualified stock options pursuant to incentive and nonqualified stock option agreements. Employees, directors, and consultants may be granted nonqualified stock options, but only employees may be granted incentive stock options. The committee determines the exercise price of stock options granted under the Restated Stock Incentive Plan. The exercise price of an incentive or nonqualified stock option must be at least 100% of the fair market value of the common stock subject to that option on the date of grant. For incentive stock options granted to more than 10 percent stockholders, the exercise price must be at least 110% of the fair market value of the common stock subject to that option on the date of grant. An option will vest and become exercisable at a rate determined by the committee on the date of grant. With respect to any stock option subject to delayed vesting, the committee may at any time waive any installment exercise provisions or otherwise accelerate the exercisability of the stock option. The committee has the discretion to accelerate the exercisability of any stock option. Stock options generally are exercisable for no more than ten years from the date they are granted.

The exercise price of a stock option may be paid in cash or, if approved by the committee, with previously acquired shares of CBIZ common stock or a combination of cash and such stock. The committee, in its discretion, may allow the cashless exercise of options through the use of a broker-dealer or for payment of the exercise price by withholding from the shares issuable upon exercise a number of shares having a fair market value on the date of exercise equal to the aggregate exercise price. The committee may elect to cash out all or part of the shares of common stock for which a stock option is being exercised by paying the option holder an amount, in cash or common stock, equal to the excess of the fair market value of such shares over their aggregate exercise price on the effective date of the cash-out.

Stock Appreciation Rights. The committee may grant SARs to participants in conjunction with stock options. Generally, a SAR permits a participant to exercise the right and receive a payment equal to the appreciation of our common stock over time measured as the excess of the fair market value of our common stock on the date of exercise over the fair market value on the date of grant. SARs will be settled in cash, shares of common stock, or a combination of cash and stock.

Performance Awards. The committee may grant performance awards alone or in addition to other awards. A performance award is the right to receive, upon attainment of specified goals, shares of CBIZ common stock, cash, or a combination of such shares and cash. Performance awards may be granted subject to the attainment of performance goals, the continued service of the participant, or both. The committee also may designate awards at the time of grant as "***Qualified Performance-Based Awards***," which are performance awards intended to qualify as "performance-based compensation" under Internal Revenue Code section 162(m), and thus be exempt from certain limitations on deductibility by us for federal income tax purposes.

Other Stock-Based Awards. The committee may grant other awards of CBIZ common stock, or that are valued by reference to or otherwise based on common stock, including restricted shares of common stock, dividend equivalents and convertible debentures, either alone or in conjunction with other awards. The committee in its discretion may prescribe the terms, conditions and other restrictions for the vesting or settlement of such other awards, including the attainment of performance goals and other restrictions designed to satisfy the Internal Revenue Code section 162(m) exemption for performance-based compensation.

Transferability. Awards and related rights generally are not transferable unless specifically permitted by the committee or provided in the award agreement. All awards are transferable by will or the laws or descent and distribution. Designating a beneficiary will not be considered a transfer.

RESPONSES TO GENERAL QUESTIONS
ABOUT THE 2002 AMENDED AND RESTATED STOCK INCENTIVE PLAN

Who administers the Restated Stock Incentive Plan?

Our board of directors has delegated the administration of the Restated Stock Incentive Plan to the compensation committee of the board of directors, whom we refer as the "***committee***." The committee has the authority to grant awards to eligible persons. The committee's authority also includes, but is not limited to:

- selecting eligible persons to receive awards from time to time under the Restated Stock Incentive Plan;
- determining whether and to what extent when to grant awards under the Restated Stock Incentive Plan;
- determining the terms and conditions of each award, including the number of shares of common stock subject to the award, exercise price or purchase price and payment, and vesting provisions;
- accelerating the vesting or exercisability of, payment for, or lapse of restrictions on, awards;
- interpreting the Restated Stock Incentive Plan, and establishing rules and regulations relating to the administration of the Restated Stock Incentive Plan; and
- making any other determinations that may be necessary or advisable for administration of the Restated Stock Incentive Plan.

Who is eligible to participate in the Restated Stock Incentive Plan?

Any of our employees, directors, or consultants is eligible for grants of awards under the Restated Stock Incentive Plan. We may grant incentive stock options only to our employees or employees of a parent or subsidiary company of the Company.

What is the duration of the Restated Stock Incentive Plan?

The Restated Stock Incentive Plan will automatically terminate on the day before the 2021 annual meeting of stockholders. No awards will be granted under the Restated Stock Incentive Plan after that date, but awards granted before that date may extend beyond that date. No incentive stock options will be granted after May 11, 2021. In addition, our board of directors may suspend or terminate the Restated Stock Incentive Plan at any time and for any reason. Any suspension or termination of the Restated Stock Incentive Plan will not affect then outstanding awards without the consent of the holders of those awards.

May the Company amend or terminate the Restated Stock Incentive Plan?

Our board of directors may amend or terminate the Restated Stock Incentive Plan in any respect at any time, subject to approval by our stockholders if required under any applicable law or any exchange listing standards. The committee may amend an award agreement at any time, but subject to certain exceptions, an amendment of the Restated Stock Incentive Plan or an award agreement may not adversely affect then outstanding awards without the consent of the holders of those awards.

What types of shares are available under the Restated Stock Incentive Plan?

Shares of CBIZ common stock may be issued pursuant to awards granted under the Restated Stock Incentive Plan.

How many shares of common stock may be issued under the Restated Stock Incentive Plan?

Subject to adjustment for certain corporate events, up to 15,000,000 shares of common stock are available for awards under the Restated Stock Incentive Plan.

What happens to the shares under any award if the award expires or otherwise terminates?

If any outstanding award terminates, expires or lapses without being exercised, is canceled or forfeited, or is cashed-out or settled for cash, the shares allocable to the unexercised portion of that award will again be available for grant under the Restated Stock Incentive Plan. However, shares of common stock used to pay the exercise price or tax obligations, or shares not issued in connection with settlement of a stock option or stock appreciation right or that are used or withheld to satisfy tax obligations of an awardee will not be available again for grant under the Restated Stock Incentive Plan.

What contractual obligations do I have under the Restated Stock Incentive Plan?

Upon each grant of an award to you, we will enter into an award agreement with you. Your signature on the agreement shows your consent to be governed by all of the terms and conditions of the Restated Stock Incentive Plan and the award agreement.

What are the costs to me for participation in the Restated Stock Incentive Plan?

When applicable, you must pay the purchase price for shares of common stock, and you will be responsible for satisfying any income and employment tax obligations, including withholding obligations, attributable to your participation in the Restated Stock Incentive Plan. You will be required to pay to the Company, and the Company will have the right to withhold from any cash deliverable under any award or from any compensation or other amounts owed to you, the amount of any required withholding taxes in respect of an award or any payment or transfer under an award or under the Restated Stock Incentive Plan. The Company may take any action necessary in the committee’s opinion to satisfy all obligations for the payment of withholding taxes.

The committee also may permit you to satisfy, in whole or in part, the foregoing withholding liability by causing the Company to withhold from the number of shares of common stock otherwise issuable or deliverable to you pursuant to the exercise or settlement of the award the number of shares having a fair market value equal to the withholding liability (but no more than the minimum required statutory withholding liability).

Is the Restated Stock Incentive Plan subject to the any provisions of the Employee Retirement Income Security Act of 1974 (ERISA), or a qualified plan under Internal Revenue Code section 401(a)?

No, the Restated Stock Incentive Plan is not subject to any provisions of ERISA, and is not a qualified plan under Internal Revenue Code section 401(a).

Does participation in the Restated Stock Incentive Plan involve any risk?

There are many risks associated with the ownership of our common stock. Participants must recognize that neither we nor our officers and directors can assure a profit, protect against a loss on the shares purchased under the Restated Stock Incentive Plan, or assure that the value of our common stock will appreciate relative to the exercise price or purchase price of any award granted under the Restated Stock Incentive Plan.

Does participating in the Restated Stock Incentive Plan affect my employment or service relationship with the Company?

No. Neither the adoption and operation of the Restated Stock Incentive Plan nor the existence of any documents describing or referring to the Restated Stock Incentive Plan confer on any individual the right to continue his or her employment or service with us or in any way affect our right or power to terminate an individual’s employment or service.

What will happen to my awards upon my termination of employment or other service with the Company?

The award agreement will set forth the terms and conditions that apply to the award on termination of your employment or other service with the Company. However, unless otherwise determined by the committee, or as otherwise provided in an award agreement or the Restated Stock Incentive Plan, you will forfeit any unvested portion of any outstanding award held by you at the time of termination of your employment or other service.

If your employment or other service with us terminates (for reasons other than your death, disability, retirement, or termination by the Company for cause), you generally may exercise the vested portion of any outstanding stock option until the earlier of the last day of the option term or the last day of the three-month period following your termination of employment or other service. If your employment or other service with us terminates because of your death or disability, you (or your beneficiary) generally may exercise the vested portion of any outstanding stock option until the earlier of the last day of the option term or the last day of the one-year period following your termination of employment or other service. If your employment with us terminates because of your retirement at or after age 65 (or your early retirement pursuant to your employer's pension plan), you generally may exercise the vested portion of any outstanding stock option until the earlier of the last day of the option term or the last day of the two-year period following your termination of employment. If we terminate your employment or other service for cause, however, you will forfeit all outstanding stock options (whether or not vested) on the date of your termination.

Will awards be adjusted for certain corporate events?

In the event of certain changes in our capitalization or certain corporate transactions or events (including a change in control), the committee will make appropriate equitable adjustments or substitutions to preserve the intent of the Restated Stock Incentive Plan and awards granted thereunder.

What happens if there is a change in control of the Company?

The committee may (but is not required to) determine, at the time of grant of any award or thereafter that if there is a change in control (as defined in the Restated Stock Incentive Plan), then:

- stock options and SARs outstanding as of the date of the change in control will become fully exercisable and vested;

- performance awards will be considered earned and payable in full, and any deferral or other restriction will lapse and the performance awards will be settled in cash as soon as practicable; and/or

- option holders will have the right to elect during the 60-day period from and after the change in control to surrender all or part of any stock option to the Company and receive cash equal to the difference between the "change in control price" (as defined in the Restated Stock Incentive Plan) per share and the option exercise price per share for the number of shares of common stock underlying the stock option.

RESPONSES TO TYPICAL QUESTIONS ABOUT OPTIONS AND STOCK APPRECIATION RIGHTS

What is a stock option?

A stock option is a right to buy shares of common stock at a specified price during a specified period.

What is a stock appreciation right?

A SAR is an award that gives you the right at some specified time in the future to receive a payment equal to the appreciation in the value of a certain number of shares of common stock. Upon your exercise of a SAR, you will be entitled to receive an amount equal to the number of shares of common stock that are being exercised multiplied by the excess of the fair market value per share of common stock on the exercise date over the exercise price of the related stock option, less any applicable withholdings. Payment will be in the form of common stock, cash, or a combination of common stock and cash, in the committee's sole discretion.

Do I have any rights as a stockholder with respect to options or stock appreciation rights awarded under the Restated Stock Incentive Plan?

No. You will have no rights as a stockholder with respect to any shares of common stock subject to your stock option or SAR until you exercise the stock option or SAR and have satisfied all requirements under your award agreement.

How are options and stock appreciation rights granted?

The committee will designate the recipients of options and SARs and will specify the number of shares of common stock subject to each award. The committee may grant incentive stock options to employees and nonqualified stock options and SARs to all eligible participants.

What happens to the related stock option when I exercise a stock appreciation right?

A SAR will be exercisable only to the extent that the related stock option is exercisable. Upon the exercise of a SAR, the applicable portion of the related stock option must be surrendered and will be canceled to the extent of the number of shares as to which the SAR is exercised. Stock options that have been surrendered on exercise of a SAR will no longer be exercisable to the extent the related SAR has been exercised.

How do you determine a stock option's exercise price?

The exercise price of an incentive or nonqualified stock option must be at least 100% of the fair market value of the common stock subject to that option on the date of grant. For incentive stock options granted to more than 10 percent stockholders, the exercise price must be at least 110% of the fair market value of the common stock subject to that option on the date of grant.

When can I exercise a stock option or stock appreciation right?

You may exercise a stock option or SAR, to the extent vested, in whole or in part at any time, or from time to time at such times and in compliance with such requirements as the committee determines and sets forth in the applicable award agreement. Options under the Restated Stock Incentive Plan generally may not be exercisable more than six years after the date of grant.

How do I exercise my option or stock appreciation right?

To exercise a stock option, you must give us notice and pay the full exercise price for the purchased shares, plus any applicable tax withholding amount, in accordance with procedures established by the committee. To exercise a SAR, you must give us notice and surrender the appropriate portion of the related stock option, and pay any applicable tax withholding amount in accordance with procedures established by the committee.

How do I pay for the common stock acquired upon exercise of a stock option?

You may pay the exercise price of a stock option with cash, certified check or bank check, or at the discretion of the committee:

- by means of a cashless exercise program established with a broker;
- by delivering to us (or by attestation to) shares of our common stock with a fair market value on the date of delivery equal to the exercise price due for the number of shares being acquired;
- by instructing the committee to withhold a number of shares having a fair market value on the date of exercise equal to the exercise price due for the number of shares being acquired; or
- in any other form of legal consideration that may be acceptable to the committee.

Can I transfer a stock option or stock appreciation right granted to me?

In general, you may transfer a stock option or SAR only upon your death by will or the laws of descent and distribution or pursuant to a beneficiary designation. Otherwise, awards may not be transferred unless permitted by the committee or in the award agreement.

RESPONSES TO TYPICAL QUESTIONS ABOUT PERFORMANCE AWARDS

What is a performance award?

A performance award is the right to receive, upon attainment of specified goals, shares of common stock, cash, or a combination of such shares and cash. Performance awards may be granted subject to the attainment of performance goals, the continued service of the participant, or both.

What is a Qualified Performance-Based Award?

A performance award may be designated as a "***Qualified Performance-Based Award***," which is an award that is intended to qualify for an exception from certain limitations on deductibility of compensation under Internal Revenue Code section 162(m).

How are performance awards granted?

The committee will designate each individual to whom a performance award is to be granted and will specify the number of shares of common stock or the amount of cash, or both, covered by each award.

How do performance awards vest?

Performance awards generally vest upon the achievement of specified performance goals established by the committee. Your award agreement will describe the specific conditions for vesting.

What are my rights as a stockholder with respect to a performance award?

A performance award does not entitle you to any of the rights or privileges of a stockholder before the settlement of the award. Upon vesting and settlement of a performance award in shares of common stock, you will have all of the rights and privileges of a stockholder, but only as to shares of common stock actually received. These rights include the rights to vote the shares and to receive dividends, if any.

What are performance goals?

Performance goals are the level or levels of performance required to be attained with respect to specified performance criteria, described below, for a participant to become entitled to a performance award.

What are performance criteria?

Performance criteria are business criteria established by the committee in connection with the grant of performance awards. Performance criteria will be based on attainment of specific levels of performance of the Company (or an affiliated company, division, or operational unit of the Company or any combination thereof) and include: net earnings or net income (before or after taxes); basic or diluted earnings per share (before or after taxes, from continuing operations or otherwise); net revenue or net revenue growth; gross profit or gross profit growth; operating profit (before or after taxes); return measures (including, but not limited to, return on assets, capital, invested capital, equity or sales); cash flow (including, but not limited to, operating cash flow, free cash flow and cash flow return on capital); earnings before or after taxes, interest, depreciation, and amortization; gross or operating margins; productivity ratios; share price (including, but not limited to, growth measures and total stockholder return); expense targets; margins; operating efficiency; objective measures of customer satisfaction; working capital targets; measures of economic value added; inventory control; enterprise value; sales; debt levels and net debt; combined ratio; timely launch of new facilities; client retention; employee retention; performance relative to budget; unit volume, safety performance targets; objective measures of personal targets, goals or completion of projects; any of the foregoing on a non-GAAP adjusted basis; or any combination of the foregoing.

How are performance goals established for performance awards?

The committee will determine the performance criteria that will be used to establish the performance goals and the period during which the performance is to be measured with respect to each performance award.

Performance goals will be based on a pre-established objective formula or standard that specifies the manner of determining the number of shares under the performance award that will be granted or will vest if the performance goal is attained.

May the committee make adjustments to performance awards?

The committee has discretion to reduce or eliminate the amount of a performance award if reduction or elimination is appropriate. Except as otherwise provided in the Restated Stock Incentive Plan, the committee may not grant or provide payment for Qualified Performance-Based Awards if the performance goals for a specified award cycle have not been attained or increase the award above the maximum amount payable.

Subject to adjustment for certain corporate events, the maximum number of shares of common stock subject to Qualified Performance-Based Award to any participant is 1,000,000 for any award cycle, and to the extent the award will be paid in cash, the maximum dollar amount of the award is the fair market value of that number of shares on the first or last day of the award cycle, as determined by the committee. The maximum amount that can be paid in any calendar year to any participant pursuant to a cash bonus Qualified Performance-Based Award that is determined without reference to shares of common stock is $10,000,000.

May I transfer performance awards granted under the Restated Stock Incentive Plan?

Generally, you may transfer awards, or any rights with respect to awards, only upon your death by will or the laws of descent and distribution. Otherwise, awards may not be transferred unless permitted by the committee or in the award agreement.

FEDERAL INCOME TAX CONSEQUENCES

IRS Circular 230 Notice Requirement. *This communication is not given in the form of a covered opinion, within the meaning of Circular 230 issued by the United States Secretary of the Treasury. Thus, we are required to inform you that you cannot rely upon any tax advice contained in this communication for the purpose of avoiding United States federal tax penalties. In addition, any tax advice contained in this communication may not be used to promote, market, or recommend a transaction to another party.*

The tax consequences of stock options and other awards granted under the Restated Stock Incentive Plan are complex and depend, in large part, on the surrounding facts and circumstances. This section provides a brief summary of certain significant federal income tax consequences of the Restated Stock Incentive Plan under existing U.S. federal law. This summary is not a complete statement of applicable law and is based on the Internal Revenue Code and the regulations issued thereunder, as well as administrative and judicial interpretations of the Internal Revenue Code as in effect on the date of this description. If federal tax laws, or the interpretations of those laws, change in the future, the information provided in this section may no longer be accurate. This section does not discuss state, local, or foreign tax consequences, and does not discuss the loss of deduction provisions of section 162(m) of the Internal Revenue Code or the tax provisions of section 409A of the Internal Revenue Code, each of which may be applicable in the circumstances described below. This section also does not discuss the effect of gift, estate, or inheritance taxes. ***Therefore, it is important that you consult with your tax advisor before taking any action with respect to any award you receive under the Restated Stock Incentive Plan.***

What are my tax withholding obligations?

You must make a cash payment to the Company, or make other arrangements satisfactory to the committee, to satisfy the tax withholding obligations that arise under applicable law with respect to any award granted under the Restated Stock Incentive Plan, including any federal income and employment taxes (if applicable) and other applicable state and local taxes. This tax withholding obligation arises when you first recognize taxable income in connection with the award.

Under certain circumstances, you may be permitted to elect to satisfy your tax withholding obligation, in whole or in part, by having the Company withhold shares of common stock otherwise deliverable to you upon the exercise or acquisition of common stock under the award or by surrendering shares of common stock having a fair market value on the date of exercise equal to the exercise price. Any shares you surrender must not be subject to any pledge or security interest, and must either have been previously acquired by you on the open market or meet other requirements that the committee determines are necessary to avoid an earnings charge to the Company.

Tax Consequences of Stock Options

When am I taxed on my stock option?

You are not taxed on your stock options when they are granted. Unless your stock options are incentive stock options, generally you will be taxed when you exercise an option to purchase shares of our common stock.

How is the tax on exercise of a nonqualified stock option calculated?

Upon exercise of a stock option that is not an incentive stock option, you will recognize ordinary income in an amount equal to excess of the fair market value of the shares of common stock acquired on the date you exercise the stock option over the exercise price paid for the shares of common stock acquired by exercising the option.

What are the tax consequences to me if I sell shares purchased under a nonqualified stock option?

When you sell shares of common stock that you acquire upon exercise of a nonqualified stock option, generally you will have a capital gain (or loss) based on the difference between the price at which you sell the shares and the fair market value of the shares on the date you acquired them. The capital gain (or loss) is considered “long term” or “short term,” depending on how long you have held the shares before the sale.

What are the tax consequences of stock options to the Company?

Generally we should be entitled to a federal income tax deduction equal to the amount that you realize as income upon the exercise of a stock option (other than an incentive stock option).

What are the tax consequences of an incentive stock option?

If you meet the holding period requirements described in the next sentence, you will not be taxed on an incentive stock option at the time you exercise the incentive stock option. However, the excess of the fair market value of the shares of common stock you purchase on the exercise of an incentive stock option over the stock option's exercise price will be an adjustment to your alternative minimum taxable income for purposes of the federal "alternative minimum tax" at the date of exercise. If you hold shares of common stock that you acquired by exercise of an incentive stock option until the later of *two years* after the date the stock option was granted or *one year* after the date you purchased the shares, then when you sell those shares you will recognize a capital gain (or loss) equal to the difference between the amount realized on sale of the shares and the exercise price of the option, and we will not be entitled to a federal income tax deduction. However, if you dispose of those shares in a sale, exchange, or other "disqualifying disposition" (including using the shares in a subsequent stock option exercise) within two years after the date of grant or within one year after the date of exercise, you will recognize ordinary income in an amount equal to the lesser of: (1) the excess of the fair market value of the shares purchased over the stock option's exercise price, and (2) the amount realized in the disposition of those shares over the stock option's exercise price. In addition, you will recognize a capital gain (or loss) equal to the difference, if any, between: (i) the amount realized on disposition of the shares, and (ii) the stock option's exercise price plus the amount of ordinary income you recognize. Any capital gain (or loss) is considered "long term" or "short term," depending on how long you have held the stock, and is taxed accordingly. We generally should be entitled to a federal income tax deduction equal to the amount you recognize as ordinary income. You are required to notify us of any "disqualifying disposition."

Tax Consequences of Stock Appreciation Rights

When am I taxed on my stock appreciation rights?

You should not recognize any taxable income upon the grant of a SAR. Generally, upon the exercise of a SAR, you must include in ordinary income an amount equal to any cash and the fair market value of any common stock that you receive.

What are the tax consequences to the Company?

We generally should be entitled to a federal income tax deduction equal to the amount of ordinary income recognized by you upon your exercise of a SAR.

What are the tax consequences if I later sell the shares that I receive?

When you sell your shares of common stock, you generally will have a taxable capital gain (or loss). Because you will have recognized income when you received these shares, the amount of this gain (or loss) is the difference between the sale price of the shares sold and their fair market value on the date that you exercised the SAR. The capital gain or loss is considered "long term" or "short term," depending on how long you hold the shares before the sale, and is taxed accordingly.

Tax Consequences of Performance Awards

When am I taxed on my performance award?

You will recognize income on your performance award in the year in which cash or common stock is delivered to you following the vesting of your restricted stock units. You will be taxed at federal ordinary income tax rates on the aggregate fair market value of all cash and any shares of our common stock distributed to you.

What are the tax consequences to the Company?

We generally should be entitled to a deduction equal to the amount of ordinary income recognized by you.

What are the tax consequences if I later sell the shares that are distributed to me?

When you sell your shares of common stock, if any, that you receive upon vesting of a performance award, you generally will have a taxable capital gain (or loss). Because you will have recognized income when these shares were distributed to you, the amount of this gain (or loss) is the difference between the sale price of the shares sold and their fair market value on the date they were distributed to you. The capital gain or loss is considered "long term" or "short term," depending on how long you hold the shares before the sale, and is taxed accordingly.

Section 280G of the Internal Revenue Code

What are the tax consequences of excess parachute payments?

Under certain circumstances, the accelerated vesting of awards or grants of awards in connection with a change in control may be deemed an "excess parachute payment" for purposes of the golden parachute tax provisions of Sections 280G and 4999 of the Internal Revenue Code. If that happens, you may be subject to a 20% excise tax on the amount of the "parachute payment" and we could be denied a federal income tax deduction for that amount.

ADDITIONAL CONSIDERATIONS APPLICABLE TO AFFILIATES

You may publicly sell all or any part of the common stock acquired under the Restated Stock Incentive Plan without restriction if you are not deemed to be our "affiliate" within the meaning of the Securities Act of 1933, as amended (referred to as the "***Securities Act***"). An affiliate is generally defined to be a person or entity that directly or indirectly controls, or is controlled by, or is under common control with, the Company. Generally, directors, officers, and persons who are beneficial owners of more than 10% of any of our equity securities are presumed to be affiliates.

If you are an affiliate, any shares of our common stock that you acquire under the Restated Stock Incentive Plan will be subject to the restrictions on resale set forth in Rule 144 promulgated under the Securities Act. The certificate or certificates representing the shares of common stock held by an affiliate may bear a legend indicating that the transfer of those shares is restricted. If you are an affiliate, you may not rely on this information statement in connection with any reoffer or resale of shares of common stock acquired under the Restated Stock Incentive Plan. However, you may resell the shares acquired under the Restated Stock Incentive Plan pursuant to the applicable provisions of Rule 144, without regard to the applicable holding period requirement; any other applicable exemption from the registration requirements of the Securities Act; or a registration statement with respect to the shares of common stock under the Securities Act. You should consult counsel for additional information regarding impediments with respect to your purchase and sale of shares of our common stock.

An officer, as that term is used in Section 16 of the Exchange Act of 1934 (the "***Exchange Act***"), a director, or a person who is a beneficial owner of more than 10% of any of our equity securities registered under the Exchange Act must also consider the application of Section 16(b) of the Exchange Act to subsequent transfers of shares of common stock. Section 16(b) allows us to recover profits realized from a non-exempt purchase and sale, or sale and purchase, of any equity security of the Company, within a period of six months. We have designed the Restated Stock Incentive Plan so the grant and exercise of awards will conform to Rule 16b-3 promulgated under the Exchange Act and will, therefore, not be considered purchases or sales under Section 16(b). However, with respect to sales or other transactions involving shares acquired under the Restated Stock Incentive Plan, all reporting persons are advised to consult with our legal counsel and with their own personal advisors regarding restrictions, reporting, and liability under Section 16 of the Exchange Act.

INCORPORATION BY REFERENCE OF CERTAIN INFORMATION

The Securities and Exchange Commission, or SEC, allows us to "incorporate by reference" into this prospectus the information we have filed with the SEC. Any information that we file subsequently with the SEC will automatically update this prospectus. We incorporate by reference into this prospectus the information contained in the documents listed below, which is considered to be part of this prospectus:

- Our Annual Report on Form 10-K for the year ended December 31, 2010, filed pursuant to section 13(a) of the Exchange Act;
- Our Quarterly Report on Form 10-Q for the period ended March 31, 2011, as filed with the SEC on May 10, 2011 and June 30, 2011, as filed with the Commission on August 9, 2011;
- Our Current Reports on Form 8-K, as filed with the SEC on April 13, 2011, April 29, 2011, and May 17, 2011 and June 9, 2011; and
- The description of our common stock contained in our Registration Statement on Form 8-A, as filed with the SEC on July 26, 2006, including any amendments or reports filed for the purpose of updating such description.

We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed "filed" with the SEC, including any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

We also incorporate by reference all documents that we file under Section 13(a), 13(c), 14, or 15(d) of the Exchange Act after the date of this prospectus and before the filing of a post-effective amendment that indicates that the securities to which this prospectus relate have been sold or that deregisters the securities covered by this prospectus then remaining unsold. The information contained in any such filings will be deemed to be part of this prospectus, beginning on the dates on which the documents are filed.

We will provide without charge to any participant, upon written or oral request, (1) a copy of any and all of the information that has been or may be incorporated by reference in this prospectus (but not exhibits to such documents, unless specifically incorporated by reference in such documents), and (2) a copy of any other documents required to be delivered to participants under the Restated Stock Incentive Plan pursuant to Rule 428(b) under the Securities Act, including our annual report to stockholders, proxy statement, and other communications distributed to our stockholders generally. Direct your inquiries and requests for copies for CBIZ Corporate Investor Communications, 6050 Oak Tree Boulevard, South, Suite 500, Cleveland, OH 44131 (telephone: (216) 447-9000). Information about CBIZ is also available at CBIZ's Internet site at http://inside.cbiz.com

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the informational requirements of the Exchange Act. Therefore, we file important reports and other information about the Company with the SEC.

Our SEC filings are available to the public over the Internet at the SEC's website at *http://www.sec.gov*. Copies of such material can be obtained by mail (at prescribed rates) by making a written request to the Public Reference Section of the Commission at 100 F Street, N.E., Washington, D.C. 20549 or by calling the SEC at 1-800-SEC-0330. The material may also be accessed electronically through our website at *www.CBIZ.com*. Our website is not incorporated into or otherwise a part of this prospectus. In addition, the shares of our common stock are listed on the New York Stock Exchange under the symbol "*CBZ*," and we file reports, proxy statements, and other information concerning the Company.

You should rely only on the information incorporated by reference or provided in this prospectus or any supplements. We have not authorized anyone to give you different information. You should not assume that the information incorporated by reference or provided in this prospectus or any supplements is accurate as of any date other than the date on the front of this document.