

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

 FORM S-8

REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

 CENTURY BUSINESS SERVICES, INC.
 (Exact name of Registrant as specified in its charter)

DELAWARE
 (State or other jurisdiction
 of incorporation or organization)

22-2769024
 (I.R.S. Employer
 Identification Number)

6480 ROCKSIDE WOODS BOULEVARD
 SOUTH, SUITE 330
 CLEVELAND, OHIO 44131
 (Address, including zip code, of Registrant's principal executive offices)

CENTURY BUSINESS SERVICES, INC.
 EMPLOYEE STOCK INVESTMENT PLAN
 (Full title of the plan)

MICHAEL G. DEGROOTE
 CHAIRMAN OF THE BOARD
 6480 ROCKSIDE WOODS BOULEVARD
 SOUTH, SUITE 330
 CLEVELAND, OHIO 44131
 (216) 447-9000
 (Name, address and telephone number of agent for service)

Copies to:
 ALAN M. UTAY
 AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
 1700 PACIFIC AVENUE, SUITE 4100
 DALLAS, TEXAS 75201
 (214) 969-2800

 CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (2)	AMOUNT OF REGISTRATION FEE
Common Stock, \$0.01 par value	1,000,000	\$3.52	\$3,520,000	\$880

- (1) Pursuant to Rule 416, this Registration Statement also includes an indeterminate number of additional shares that may hereafter become issuable as a result of the adjustment provisions of the Plan.
- (2) Computed in accordance with Rule 457(c) and (h) solely for the purpose of computing the registration fee based on the average of the high and low sales prices of common stock of Century Business Services, Inc. on May 31, 2001, as reported on the Nasdaq National Market.

CENTURY BUSINESS SERVICES, INC.

REGISTRATION STATEMENT ON FORM S-8

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents constituting Part I of this registration statement will be sent or given to employees, directors and consultants of Century Business Services, Inc., also referred to as CBIZ, as specified by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended.

PART II

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents and information previously filed by CBIZ with the Securities and Exchange Commission are hereby incorporated by reference in this registration statement:

- (a) CBIZ's Annual Report on Form 10-K (File No. 000-25890) for the fiscal year ended December 31, 2000 filed on April 2, 2001.
- (b) CBIZ's Definitive Proxy Statement (File No. 000-25890) filed on April 2, 2001.
- (c) CBIZ's Current Report on Form 8-K (File No. 000-25890) filed on February 14, 2001.
- (d) The description of CBIZ's Common Stock as contained in its Registration Statement on Form S-4 (File No. 333-81039) filed on February 1, 2000, including any amendment or report filed for the purpose of updating such description.

All documents filed by CBIZ pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 on or after the date of this registration statement, and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of filing such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the General Corporation Law of the State of Delaware, or DGCL, empowers a Delaware corporation to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation) by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action,

suit or proceeding, provided that such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. A Delaware corporation may indemnify past or present officers and directors of such corporation or of another corporation or other enterprise at the former corporation's request, in an action by or in the right of the corporation to procure an enterprise at the former corporation's request, in an action by or in the right of the corporation to procure a judgment in its favor under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in defense of any action referred to above, or in defense of any claim, issue or matter therein, the corporation must indemnify such person against the expenses, including attorneys' fees, that such person actually and reasonably incurred in connection therewith. Section 145 further provides that any indemnification shall be made by the corporation only as authorized in each specific case upon a determination that indemnification of such person is proper because he has met the applicable standard of conduct set forth by:

- o the stockholders;
- o the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding;
- o the board of directors who are not parties to such action, suit or proceeding designated by majority vote by such disinterested directors even if less than a quorum; or
- o an independent legal counsel in a written opinion, if there are no such disinterested directors, or if such disinterested directors so direct.

Section 145 further provides that indemnification pursuant to its provisions is not exclusive of other rights of indemnification to which a person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise.

The Amended and Restated Certificate of Incorporation, as amended, of CBIZ entitles its board of directors to provide for indemnification of directors and officers to the fullest extent provided by law, except for liability for:

- o any breach of a director's duty of loyalty to CBIZ or its stockholders;
- o acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- o unlawful payments of dividends;
- o unlawful stock purchases or redemptions; or
- o any transaction from which the director derived an improper personal benefit.

Article VII of the Amended and Restated Bylaws of CBIZ, or the Bylaws, provides that to the fullest extent and in the manner permitted by the laws of the State of Delaware and specifically as is permitted under Section 145 of the DGCL, CBIZ shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of CBIZ, by reason of the fact that such person is or was a director, officer, employee or agent of CBIZ, or is or was serving at the request of CBIZ as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and

reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in and not opposed to the best interests of CBIZ and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that a person did not act in good faith and in a manner such person reasonably believed to be in and not opposed to the best interests of CBIZ, and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was lawful.

The Bylaws provide that any decision as to indemnification shall be made:

- o by the board of directors of CBIZ by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding;
- o if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or
- o by the stockholders.

The board of directors of CBIZ may authorize indemnification of expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Indemnification pursuant to these provisions is not exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise and shall continue as to a person who has ceased to be a director or officer. CBIZ may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of CBIZ.

Further, the Bylaws provide that the indemnity provided will be extended to the directors, officers, employees and agents of any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence has continued, would have had the power and authority to indemnify its directors, officers, and employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of the Bylaws with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

CBIZ currently maintains a separate insurance policy relating to its directors and officers, under which policy such directors and officers are insured, within the limits and subject to the limitations of the policy, against certain expenses in connection with the defense of certain claims, actions, suits or proceedings, and certain liabilities which might be imposed as a result of such claims, actions, suits or proceedings, which may be brought against them by reason of being or having been such directors or officers.

The Securities and Exchange Commission has issued a policy statement that the indemnification of officers and directors for liabilities under the Securities Act of 1933 is against public policy as expressed in the Act, and, therefore, unenforceable.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

Exhibit Number	Document
4.1*	Amended and Restated Certificate of Incorporation of Century Business Services, Inc.
4.2	Amended and Restated Bylaws of Century Business Services, Inc. (filed as Exhibit 3.2 to the Registration Statement on Form 10, Commission File No. 000-25890 and incorporated herein by reference).
4.3	Form of Stock Certificate of Common Stock of Century Business Services, Inc. (filed as Exhibit 4.1 to the Registration Statement on Form S-3 dated September 23, 1998, Commission File No. 333-64109, and incorporated herein by reference).
4.4*	Century Business Services, Inc. Employee Stock Investment Plan.
5.1*	Opinion of Akin, Gump, Strauss, Hauer & Feld, L.L.P.
23.1*	Consent of KPMG LLP.
23.2*	Consent of Akin, Gump, Strauss, Hauer & Feld, L.L.P. (included in its opinion filed as Exhibit 5.1 hereto).
24.1*	Power of Attorney (included on the signature page of this Registration Statement).

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*Filed herewith.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of CBIZ's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of CBIZ pursuant to the foregoing provisions, or otherwise, CBIZ has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by CBIZ of expenses incurred or paid by a director, officer or controlling person of CBIZ in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, CBIZ will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on this 1st day of June, 2001.

CENTURY BUSINESS SERVICES, INC.

By: WARE H. GROVE

Ware H. Grove
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jerome P. Grisko, Jr. and Michael W. Gleespen, and each of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date -----
STEVEN L. GIRARD ----- Steven L. Girard	Chief Executive Officer and Director (Principal Executive Officer)	June 1, 2001
WARE H. GROVE ----- Ware H. Grove	Chief Financial Officer (Principal Financial and Accounting Officer)	June 1, 2001
MICHAEL G. DEGROOTE ----- Michael G. DeGroote	Chairman of the Board	June 1, 2001
RICK L. BURDICK ----- Rick L. Burdick	Director	June 1, 2001
JOSEPH S. DIMARTINO ----- Joseph S. DiMartino	Director	June 1, 2001

/s/ HARVE A. FERRILL

Harve A. Ferrill

Director

June 1, 2001

Richard C. Rochon

Director

June 1, 2001

INDEX TO EXHIBITS

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24.1*	Power of Attorney (included on the signature page of this Registration Statement).

*Filed herewith.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CENTURY BUSINESS SERVICES, INC.

Century Business Services, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the present name of the Corporation is Century Business Services, Inc. The Corporation was originally incorporated under the name "Stout Associates, Inc." and its original certificate of incorporation was filed with the Secretary of State of the State of Delaware on June 16, 1987.

SECOND: That at a meeting of the Board of Directors of the Corporation held on July 31, 2000, resolutions were duly adopted setting forth a proposed amended and restated certificate of incorporation of the Corporation (the "Amended and Restated Certificate of Incorporation").

THIRD: That this Amended and Restated Certificate of Incorporation restates and integrates and further amends the certificate of incorporation of the Corporation, as the same heretofore has been amended, supplemented, and/or restated (the "Certificate of Incorporation"), and has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

FOURTH: That the text of the Certificate of Incorporation is hereby restated and integrated to read in its entirety as follows:

ARTICLE ONE

The name of the Corporation is:

Century Business Services, Inc.

ARTICLE TWO

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature of the businesses (or purposes to be conducted or promoted is:

To conduct any lawful business, to exercise any lawful purpose and power, and to engage in any lawful act or activity for which corporations may be organized under the Act, and in general, to possess and exercise all the powers and privileges granted by the Act or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the businesses or purposes of the Corporation.

ARTICLE FOUR

The total number of shares of all classes of stock which this Corporation shall have authority to issue is 250,000,000 shares, consisting of 250,000,000 shares of Common Stock, par value \$ 0.01 per share. The aggregate par value of all the shares of all classes of stock which this Corporation has authority to issue is \$2,500,000.00.

The shares of Common Stock shall have no preemptive or preferential rights of subscription concerning further issuance or authorization of any securities of the Corporation. Each share of Common Stock shall entitle the holder thereof to one vote, in person or by proxy. The holders of the Common Stock shall be entitled to receive dividends if, as and when declared by the Board of Directors. The Common Stock may be issued from time to time in one or more series and shall have such other relative, participant, optional or special rights, qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the issuance of such Common Stock from time to time adopted by the Board of Directors pursuant to authority so to adopt which is hereby vested in the Board of Directors.

At any time and from time to time when authorized by resolution of the Board of Directors and without any action by its shareholders, the Corporation may issue or sell any shares of its stock of any class or series, whether out of the unissued shares thereof authorized by the Certificate of Incorporation, as amended, or out of shares of its stock acquired by it after the issue thereof, and whether or not the shares thereof so issued or sold shall confer upon the holders thereof the right to exchange or convert such shares for or into other shares of stock of the Corporation of any class or classes or any series thereof. When similarly authorized, but without any action by its shareholders, the Corporation may issue or grant rights, warrants or options, in bearer or registered or such other form as the Board of Directors may determine, for the purchase of shares of the stock of any class or series of the Corporation within such period of time, or without limit as to time, of such aggregate number of shares, and at such price per share, as

the Board of Directors may determine. Such rights, warrants or options may be issued or granted separately or in connection with the issue of any bonds, debentures, notes, obligations or other evidences of indebtedness or shares of the stock of any class or series of the Corporation and for such consideration and on such terms and conditions as the Board of Directors, in its sole discretion, may determine. In each case, the consideration to be received by the Corporation for any such shares so issued or sold shall be such as shall be fixed from time to time by the Board of Directors.

ARTICLE FIVE

Except as may otherwise be provided in this Certificate or in the Bylaws of the Corporation, as the same may be amended from time to time, the Board of Directors shall have all powers and authority which may be granted to a board of directors of a corporation under the Act, including but not limited to the following:

- (a) to adopt, amend or repeal the Bylaws of the Corporation;
- (b) to authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;
- (c) to set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created;
- (d) to designate one or more committees;
- (e) to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interest of the Corporation, when and as authorized by the shareholders entitled to vote thereon;
- (f) to provide indemnification for directors, officers, employees, and/or agents of the Corporation to the fullest extent permitted by law, subject however, to the rules against limitation on liability of directors as set forth in Section 102 of the Act, as amended from time to time; and
- (g) to determine from time to time whether and to what extent,

and at what times and places and under what conditions and regulations, the accounts and books of the corporation or any of them, shall be opened to the inspection of the shareholders, and no shareholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by the Act or authorized by the Board of Directors, or by a resolution of the shareholders.

ARTICLE SIX

The Board of Directors of the Corporation shall consist of one or more members. The number of directors shall be fixed by, or in the manner provided in the Bylaws. The directors shall be classified into three classes, with each class as nearly equal in number as possible, in the manner specified in the Bylaws. At the first annual meeting of shareholders, members of the first class shall be elected for a one-year term, members of the second class shall be elected for a two-year term, and members of the third class shall be elected for a three-year term. At each annual meeting of shareholders after the first annual meeting, the successors to the class of directors whose terms expire at that meeting shall be elected for a three-year term.

ARTICLE SEVEN

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or shareholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the Act or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of the Act, order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the compromise or arrangement and the reorganization shall, if sanctioned by the court to which the application has been made, be binding on all the creditors or class of creditors and/or on all the shareholders or class of shareholders of this Corporation, as the case may be, and also on this Corporation.

ARTICLE EIGHT

To the extent permitted by law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purposes, if:

- (a) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or
- (b) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved by vote of the shareholders; or
- (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the shareholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE NINE

The Corporation reserves the right to amend or repeal any provision contained herein, add any additional provisions hereto, increase or decrease the number of authorized shares of stock, or restate this Certificate of Incorporation in its entirety in the manner now or hereafter prescribed by the Act.

ARTICLE TEN

Except as otherwise required by law or as otherwise provided in this Certificate of Incorporation or in the Bylaws of the Corporation, any matter properly submitted to a vote of the shareholders at a meeting of shareholders duly convened at which there is a quorum present shall be deemed approved

upon an affirmative vote of the holders of a majority of the outstanding shares of Common Stock present at the meeting, in person or by proxy. No holders of any class of stock other than Common Stock shall be entitled to vote upon any matter, except as may be required by law, this Certificate of Incorporation, or the Bylaws of the Corporation. Written ballots shall not be required for the election of directors.

ARTICLE ELEVEN

In addition to any other indemnification granted to directors of the Corporation contained in this Certificate of Incorporation, the Bylaws of the Corporation, or adopted by resolution of the shareholders or directors of the Corporation, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, provided however, that this indemnification shall not eliminate or limit the liability of a director for any breach of the director's duty of loyalty to the Corporation or its shareholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or payment of any unlawful dividend or for any unlawful stock purchase or redemption, or for any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed and acknowledged this 7th day of August, 2000.

/s/ Jerome P. Grisko, Jr.

Name: Jerome P. Grisko, Jr.
Title: President

ATTEST:

/s/ Barbara A. Rutigliano

Name: Barbara A. Rutigliano
Title: Corporate Secretary

(Corporate Seal)

CENTURY BUSINESS SERVICES, INC.
EMPLOYEE STOCK INVESTMENT PLAN

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CENTURY BUSINESS SERVICES, INC.
EMPLOYEE STOCK INVESTMENT PLAN

ARTICLE I.

PURPOSES

This Century Business Services, Inc. Employee Stock Investment Plan (the "Plan") is intended to assist Employers in recruiting and retaining individuals with ability and initiative by enabling such persons to participate in the future success of the Company and its related entities and to associate their interests with those of the Company and its Shareholders. These goals are accomplished under the Plan by permitting Participants to purchase common stock of the Company in a convenient and economical manner. Any proceeds received by the Company from the sale of Common Shares pursuant to this Plan shall be used for general business or corporate purposes.

ARTICLE II.

DEFINITIONS

For purposes of this Plan the following definitions shall apply:

- 2.01. Administrator means the chief executive officer of the Company and any delegate of the chief executive officer who is appointed in accordance with the terms of the Plan.
- 2.02. Affiliate means any entity under the common control of the Company within the meaning of Section 414(b) or (c) and any "subsidiary" or "parent" corporation (within the meaning of Section 424 of the Code) of the Company, including an entity that becomes an Affiliate after the adoption of this Plan.
- 2.03. Agent means Firststar Bank, N.A. or its affiliate or such other Agent as may be designated by the Board.
- 2.04. Board means the Board of Directors of the Company.
- 2.05. Code means the Internal Revenue Code of 1986, and any amendments thereto.
- 2.06. Common Shares or Shares means shares of Common Stock in the Company, par value \$.01 per share.
- 2.07. Company means Century Business Services, Inc., a Delaware corporation.
- 2.08. Compensation means an Employee's regular straight-time earnings and payments for overtime, shift premium, bonuses and other special payments, commissions and incentive payments.
- 2.09. Director means a member of the Board.

2.10. Election Form means the payroll deduction authorization form, prescribed by the Administrator, that a Participant uses to authorize a reduction in his Compensation in accordance with Article V.

2.11. Employee means any employee of an Employer, including such employees who are also Directors, and who is paid Compensation from an Employer through the designated CBIZ payroll provider.

2.12. Employer means the Company and any Affiliate.

2.13. Exchange Act means the Securities Exchange Act of 1934, as amended and as in effect on the date of this Agreement.

2.14. Participant means an Employee, who satisfies the requirements for participation in the Plan.

2.15. Plan means this Plan.

ARTICLE III.

ADMINISTRATION

The Plan shall be administered by the Administrator. The Administrator shall have complete authority to interpret all provisions of this Plan; to adopt, amend, and rescind rules and regulations pertaining to the administration of the Plan; to remove the Agent and appoint a new Agent; and to make all other determinations necessary or advisable for the administration of this Plan. The express grant in the Plan of any specific power to the Administrator shall not be construed as limiting any power or authority of the Administrator. Any decision made, or action taken, by the Administrator or in connection with the administration of this Plan shall be final and conclusive. Neither the Administrator nor the Company shall be liable for any act required by law or any act or omission done in good faith with respect to this Plan. All expenses of administering this Plan shall be borne by the Company.

The Administrator, in its discretion, may delegate to the Agent or to one or more other officers of the Company any function under the Plan and all or part of his authority and duties hereunder. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

ARTICLE IV.

ELIGIBILITY

An Employee becomes a Participant by completing an Election Form in accordance with Article V and returning it to the Administrator (or such other person the Administrator designates to receive the Employee's Election Form) in order to initiate payroll withholding. The Administrator (or such other person the Administrator designates) will then deliver the

Employee's Election Form to the Agent. The foregoing notwithstanding, however, the Administrator has the right to deny or terminate the participation in the Plan of any Participant if he concludes, in his reasonable discretion, that such participation violates or would violate any law or regulation of the United States, any state thereof or any foreign jurisdiction.

ARTICLE V.

PURCHASE OF SHARES

5.01. Purchases through Payroll Deduction. In each calendar month for which a valid Election Form has been returned to, and is on file with, the Administrator by the 7th day prior to the first day of such month, purchases of Common Shares through payroll deductions of Compensation will, subject to the other provisions of this Article, be made and credited to Participants (i) on or about the fifteenth day and on the last day of each calendar month, in the case of those Participants whose payroll deductions are made on a semi-monthly or weekly basis, and (ii) on or about the last day of each calendar month in the case of those Participants whose payroll deductions are made on a monthly basis. Such purchases will be made pursuant to such procedures the Administrator may authorize from time to time and may be for a minimum of \$25.00 up to a maximum of \$10,000.00 per purchase. Purchases through payroll deduction may be terminated by the delivery to the Administrator of properly executed written and signed instructions on a form prescribed by the Administrator. No interest or other return will be paid or accrued on cash held by the Plan or by the Company pending the purchase of Shares for an account. Purchases of Shares pursuant to payroll deduction as described herein shall be made in that number of whole or fractional Shares purchasable by Participant's accumulated payroll deductions on the date of purchase calculated to three decimal places.

5.02. Supplemental Purchases. Participants may also purchase Shares, in accordance with procedures established by the Administrator, through payment by check or money order in U.S. Dollars ("supplemental purchases"). Each supplemental purchase may be for a minimum of \$100.00 up to a maximum of \$10,000.00 per purchase. No interest or other return will be paid or accrued on cash held by the Plan or by the Company pending the purchase of Shares pursuant to a supplemental purchase described herein. Supplemental purchases will be made and credited to the account of the purchasing Participant twice per month, or at such other times as may be prescribed by the Administrator. In the event a check submitted to pay for Shares pursuant to a supplemental purchase is returned unpaid, any Shares that are purchased in reliance on the unpaid check may be resold in the market. The proceeds of any such liquidated amount may be used to reimburse the Plan or the Company for transaction fees for the purchase and sale, plus any loss incurred on the reselling of the Shares.

5.03 Acquisition of Shares for Plan. The Company may purchase Shares under the Plan for Participants through the Agent or any other person designated by the Company. Shares may be purchased in public markets or privately negotiated transactions. Treasury Shares of the Company may be purchased pursuant to the Plan. Purchases of Shares described in this Article may be made in installments and as soon as reasonably feasible on or over one or more days after prescribed day or days of the month in the event the Agent determines that demand or market conditions so require. Moreover, the Administrator and the Agent are permitted up to 45 days

from the initial submission of a valid Election Form by a Participant to accomplish the initial purchase for such Participant.

5.04. Price Paid for Shares. Whether Shares are purchased in the public markets or in privately negotiated transactions, the Share price charged to a Participant will be the average price of all Shares purchased for the semi-monthly or monthly (as the case may be) crediting of Shares to Plan accounts. In the event of the purchase of treasury Shares pursuant to the Plan, the purchase price will be the average of the high and low prices at which the stock is traded on the NASDAQ stock market for the common Shares on the date of purchase.

ARTICLE VI.

PLAN ACCOUNTING

6.01. Participant Accounts. The Plan will maintain for each Participant an account under the Plan that will reflect all cash payments made to the account through payroll deduction or otherwise and will also reflect all credited purchases of Common Shares pursuant to the Plan and all withdrawals from the account. Participant accounts shall also reflect all recapitalizations, stock dividends, reorganizations, stock splits, consolidations and similar transactions pertaining to Common Shares generally. The Administrator may delegate all functions relating to Plan accounts to the Agent. Shares held in an account pursuant to the Plan will be held and reported in book-entry form.

6.02. Account Statements. The Administrator will provide each Participant with a statement of account not less frequently than quarterly, that shows all account balances and activity in the account. In addition, Plan account activity may be communicated through websites, automated telephone systems or other means, in the discretion of the Administrator.

6.03. Holding of Shares by Plan. Unless a Participant otherwise requests, Shares purchased for the Participant's account will be held by the Plan in the name or names specified by the Participant on forms designated by the Administrator. If a Participant already holds certificates for Shares acquired by means other than payroll purchase deduction pursuant to this Plan, the Participant may deliver the certificates to the Agent for deposit in the Participant's Plan account. Shares represented by any such certificates will be held in book-entry form at no charge. A Participant may request certificates for his or her Shares at any time without charge. Such certificates will be delivered by first class mail as soon as reasonably feasible after receiving a request therefor. Certificates may be issued for whole Shares only. If a request is made for a fractional Share, the Administrator will liquidate the fractional Share and send the Participant a check for the market value of the fractional Share as of a date within one week of the mailing of the certificates.

6.04. Payment of Dividends. Any dividends declared with respect to Shares held in a Plan account will be paid directly to the holder of the Plan account. Such dividends will not be reinvested by the Plan, and no interest or other return will be paid on such dividends.

ARTICLE VII.

TRANSFER AND SALE OF SHARES

7.01. Non-Sale Transfers. A Participant shall be permitted to transfer Shares held in his or her Plan account to an existing or new Plan account in the name of a specific person or persons named by the Participant. In addition, Shares withdrawn from a Plan account may be transferred directly to another person or persons upon such withdrawal. All such transfers must be effected in accordance with procedures and forms prescribed by the Administrator. In particular, the Agent may require that any such authorization to transfer Shares must be evidenced by documents providing for a signature of the Participant guaranteed by a bank or a broker specified by the Agent. There is no transaction fee for non-sale transfers.

7.02. Sale of Shares. A Participant may direct that his or her Shares held in Plan accounts be sold in accordance with procedures and forms that may be prescribed by the Administrator from time to time. Shares that are directed to be sold will be sold at market prices on the NASDAQ stock market (or other applicable stock market or exchange) within 4 business days after receipt of a request to sell in the form and manner prescribed by the Administrator. The Administrator may prescribe reasonable time periods within each month for the sale of Shares out of Plan accounts. Transaction fees may be assessed for any such sales. The transaction fee as of the effective date of the Plan shall be \$15.00 per each sale requested. Transaction fees will be deducted from the proceeds of the sale, and all required tax reporting will be observed by the Plan and the Company. No interest or other return will be paid on sales proceeds held pending disbursement. If, at any time, a Plan account holds only a fractional Share, the Plan may close the account by liquidating the fractional Share and remitting the proceeds, less any transactional expenses, to the Participant holding the account.

ARTICLE VIII.

CLOSING OF ACCOUNTS AND TERMINATION OF EMPLOYMENT

8.01. General. A Participant may close his or her account in the Plan by complying with procedures established by the Administrator. A Participant's account in the Plan will be closed involuntarily ninety (90) days following the last purchase of Shares by a Participant through payroll deduction under the Plan. Upon the closing of an account in the Plan the Plan will distribute to the Participant certificates representing all of the whole Shares held in the account, registered in the same name as that of the account holder. Alternatively, in accordance Section 7.01 above, Shares may be registered in the name of a transferee or transferees. Any fractional Shares in the account will be sold and liquidated in accordance with the procedure prescribed in Section 7.02 and the proceeds will be sent to the account holder or to his or her designee(s). Alternatively, a Participant may direct the Plan to sell any and all Shares in an account that is being closed. The sale procedures and expenses prescribed in Section 7.02 above will apply. Upon the closing of an account all cash that has been withheld from the Participant's Compensation pursuant to the Plan and all other amounts paid to the Plan by the Participant will be distributed by check to the Participant.

8.02. Subsequent Participation. A Participant whose account has been closed pursuant to Section 8.01 may submit a new Election Form to the Administrator and resume participation in the Plan as of a subsequent date in accordance with procedures established by the Administrator.

8.03. Termination of Employment. Forty-five (45) days following the termination of the employment of a Participant as an Employee, such individual will lose his or her status as a Participant under the Plan and his or her account will be closed. Upon such a closing of an account in the Plan the Plan will distribute to the Participant certificates representing all of the whole Shares held in the account, registered in the same name as that of the account holder, and liquidate any remaining fractional shares in accordance with the procedure prescribed in Section 7.02 above.

ARTICLE IX.

COMPLIANCE WITH LAW AND APPROVAL OF REGULATORY BODIES

No Common Shares shall be purchased or issued, no certificates for Common Shares shall be delivered, and no payment shall be made under this Plan except in compliance with all applicable federal and state laws and regulations (including, without limitation, withholding tax requirements), any listing agreement to which the Company is a party, and the rules of all domestic stock exchanges on which the Common Shares may be listed. The Company shall have the right to rely on an opinion of its counsel as to such compliance. Any Share certificate issued to evidence Common Shares purchased pursuant to the Plan may bear such legends and statements as the Administrator may deem advisable to assure compliance with federal and state laws and regulations. No Common Shares shall be issued, no certificate for Shares shall be delivered, and no payment shall be made under this Plan until the Company has obtained such consent or approval as the Administrator may deem advisable from regulatory bodies having jurisdiction over such matters.

ARTICLE X.

GENERAL PROVISIONS

10.01. Effect on Employment and Service. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any individual any right to continue in the employ of an Employer or in any way affect any right and power of an Employer to terminate the employment of any individual at any time with or without assigning a reason therefor.

10.02. Unfunded Plan. The Plan shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by grants under this Plan. Any liability of the Company to any person with respect to any grant under this Plan shall be based solely upon any contractual obligations that may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

10.03. Rules of Construction. Headings are given to the articles and sections of this Plan solely as a convenience to facilitate reference. The reference to any statute, regulation, or other provision of law shall be construed to refer to any amendment to or successor of such provision of law.

10.04. Notice. Unless specifically required by the terms of this Plan, notice to the Company's Shareholders, the Participant, or any other person or entity of an action by the Board, the Administrator, or the Administrator with respect to the Plan is not required before or after such action occurs.

ARTICLE XI.

AMENDMENT

The Board may amend or terminate this Plan at any time and from time to time.

ARTICLE XII.

EFFECTIVE DATE OF PLAN

The Effective Date of this Plan is the date of its adoption by the Board.

June 1, 2001

Century Business Services, Inc.
6480 Rockside Woods Boulevard, South
Suite 330
Cleveland, OH 44131

Ladies and Gentlemen:

We have acted as counsel to Century Business Services, Inc., a Delaware corporation (the "COMPANY"), in connection with the registration, pursuant to a registration statement on Form S-8 (the "REGISTRATION Statement"), filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "ACT"), of up to 1,000,000 shares (the "SHARES") of the Company's common stock, par value \$0.01 per share ("COMMON STOCK"), to be issued under the Company's Employee Stock Investment Plan (the "INVESTMENT PLAN").

We have examined originals or certified copies of such corporate records of the Company and other certificates and documents of officials of the Company, public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all copies submitted to us as conformed and certified or reproduced copies.

Based upon the foregoing and subject to the assumptions, exceptions, qualifications and limitations set forth hereinafter, we are of the opinion that when the Shares are issued and delivered as described in the Investment Plan, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

- A. We express no opinion as to the laws of any jurisdiction other than any published constitutions, treaties, laws, rules or regulations or judicial or administrative decisions

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
Century Business Services, Inc.
June 1, 2001
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("LAWS") of (i) the laws of the General Corporation Law of the State of Delaware or (ii) the Federal Laws of the United States of America.

B. This law firm is a registered limited liability partnership organized under the laws of the State of Texas.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Sincerely,

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

CONSENT OF INDEPENDENT AUDITORS

The Board of Directors
Century Business Services, Inc.:

We consent to the incorporation by reference in this Registration Statement filed on Form S-8 and the prospectus, of Century Business Services, Inc. and Subsidiaries of our report dated March 6, 2001, except as to paragraph 1 of note 18, which is as of March 30, 2001, relating to the consolidated balance sheets of Century Business Services, Inc. and Subsidiaries as of December 31, 2000 and 1999, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2000, and related schedule, which report appears in the December 31, 2000, annual report on Form 10-K of Century Business Services, Inc. and Subsidiaries and to the reference to our firm as "Experts" in the prospectus.

/s/ KPMG LLP

Cleveland, Ohio
May 29, 2001