

A GUIDE TO COMPLETING THE INDEPENDENT CONTRACTOR ANALYSIS FORM

Please use this guide to refer back to when completing the Independent Contractor Analysis Form

The following guidelines can be used to determine if the work the individual is providing to you is classified as an employee or as an Independent Contractor (further referred to as IC):

Compliance with instructions – ICs cannot be told when, where, or how to do the job.

Set hours of work – An IC sets working hours.

Personal Service required – The right of an IC to substitute another's services without the employer's knowledge shows that one particular individual's personal services are not being required by the employer.

Control over the hiring, supervising, and paying of assistants – ICs maintain control of their assistants. The employer contacts the IC if there is a problem, and the employer pays the IC for the work done. The IC then pays the assistants directly.

Required work order or sequence – An IC does not need to be told in what order or how to do a job as he/she is considered an expert in the field.

Furnishing of tools and materials – An IC has the necessary tools and materials to do the job.

Training – ICs do not go through any type of instructional training period with a more experienced employee to learn how to do the job. ICs specialize in the field in which they have been employed and do not require training.

Risk of profit or loss – ICs realize a profit or sustain a loss based on their success in performing the work or service.

Payment of business or travel expense – An IC is responsible for his/her own business or travel expense.

Employer's discharge rights – An IC cannot be terminated as long as he/she is fulfilling the contract.

Worker's termination rights – An independent contractor may be held financially responsible for any loss the employer may suffer due to an incomplete, inaccurate or unsatisfactorily completed contract.

Worker's availability to the general public – An IC makes services available to the public on a regular and consistent basis.

Continuing relationship – The relationship between an IC and employer ends when the job is done.

A full-time work requirement – An IC has the availability to work for more than one client.

Working on the employer's premises – An IC works off-premises unless the nature of the service to be performed requires attendance at the employer's work site.

Investment in facilities – If the IC maintains an office on the employer's premises, he/she must pay a rent or lease payment for the office space as well as the overhead.

Integration into the business – The success or continuation of the business is not dependent on the IC's performance of the service.

Required reports – An IC is not required to routinely submit oral or written reports.

Payment by the hour, week, or month – An IC is paid in a lump sum fee basis when the job is done. An invoice must be generated to substantiate the payment.