

## **Employer Employee Relationship Criteria**

Listed below are the 20 questions used to help identify whether or not an employer-employee relationship exists:

1. Who directs or controls the manner or method by which instructions are given to any individual(s) performing services?
2. What training is required for individual(s) performing services?
3. How are the services provided integrated into the regular functions of the employer?
4. By whom does the business require that services be provided?
5. Who hires, supervises and/or pays the individual(s) performing services?
6. What type of relationship exists between the business and the individual(s) performing services which contemplates continuing or recurring work, even if not full time?
7. Who sets the time (hours) during which the individual(s) services are to be performed?
8. How much time does the business require the individual(s) performing services to devote to the business?
9. Where does the business require that work be performed?
10. Who sets the order of work the individual(s) follow while performing services for the business?
11. What type of reports, oral or written, does the business require the individual(s) performing services to submit?
12. How are the individual(s) performing services paid?
13. Who pays expenses for the individual(s) performing services?
14. Who furnishes the tools and materials used by the individual(s) performing services?

15. What investment do the individual(s) performing services have in the facilities used to perform the services?
16. What is the profit or loss to the individual(s) performing services as a result of the performance of such services?
17. Do the individual(s) performing services also perform similar services for other businesses? If yes, for whom?
18. How do the individual(s) performing services make their services available to the general public?
19. Does the business have the right to discharge the individual(s) performing services? If, yes, in what manner?
20. Do the individual(s) performing services each have the right to end the relationship with the business, without incurring liability pursuant to an employment contract or agreement? If yes, how?