

A G R E E M E N T

Between the Federal Security Administrator and the State of Rhode Island, for the Purpose of Extending Coverage Under Title II of the Federal Social Security Act to Employees of the Cities and Towns of the State.

The Federal Security Administrator, hereinafter referred to as the "Administrator", and the State of Rhode Island, hereby agree, in accordance with the terms and conditions stated in this agreement, to extend, in conformity with section 218 of Title II of the Federal Social Security Act, the Old-Age and Survivors Insurance Provisions of such Act to services performed by individuals as employees of those cities and towns listed in the appendix attached hereto, and made a part hereof, except services expressly excluded from this agreement. Benefits will be provided for employees whose services are covered by this agreement, and for their dependents and survivors, on the same basis as if such services constituted employment within the meaning of Title II of the Social Security Act.

(a) Definitions.

For the purposes of this agreement —

(1) The term "City or Town" shall mean any city or town of the State of Rhode Island, inclusive of any department, division, agency, board, commission and bureau thereof, or any instrumentality of a city or town which is a juristic entity and legally separate and distinct from such city or town and if its employees are not by virtue of their relation to such juristic entity employees of the city or town.

(2) The term "employee" means an employee as defined in section 210(k) of the Federal Social Security Act, and shall include an officer of any city or town.

(3) The term "retirement system" means a pension, annuity, retirement, or similar fund or system established by the State or by a political subdivision thereof.

(4) A "coverage group" means a coverage group as defined in section 218(b)(5) of the Federal Social Security Act.

(b) Services covered.

This agreement includes all services performed by individuals as employees of any city or town listed in the appendix attached hereto, except:

1. Any service performed by an employee in a position which, on the date this agreement is executed or on the effective date specified herein, whichever is the later, is covered by a retirement system.
2. Service performed by an employee who is employed to relieve him from unemployment.
3. Service performed in a hospital, home or other institution by an inmate thereof.
4. Covered transportation service (as defined in section 210(L) of the Federal Social Security Act);
and
5. Service excluded from employment by any provision of section 210(a) of the Social Security Act, other than paragraph (E) of such section.
6. Service the compensation for which is on a fee basis.

(c) Contributions by the State.

The State will pay to the Secretary of the Treasury, at such time or times as the Administrator may by regulation prescribe,

amounts equivalent to the sum of the taxes which would be imposed by sections 1400 and 1410 of the Internal Revenue Code if the services of employees covered by this agreement constituted employment as defined in section 1426 of such Code.

(d) Compliance with regulations.

The State will comply with such regulations as the Administrator may prescribe to carry out the purposes of section 218 of the Federal Social Security Act.

(e) Modification.

This agreement will be modified at the request of the State to include cities and towns or coverage groups, or both, in addition to those cities and towns listed in the appendix, or to include additional services not now included in this agreement; such modification to be consistent with the provisions of section 218 of the Federal Social Security Act.

(f) Termination by the State.

The State, upon giving at least two years' advance notice in writing to the Administrator, may terminate this agreement, either in its entirety or with respect to any coverage group, effective at the end of a calendar quarter specified in the notice; provided, however, that the agreement may be terminated in its entirety only if it has been in effect from the effective date hereof for not less than five years prior to receipt of such notice; and, provided further, that the agreement may be terminated with respect to any coverage group only if it has been in effect with respect to such coverage group for not less than five years prior to receipt of such notice.

(g) Termination by the Administrator.

If the Administrator, after notice and opportunity for hearing to the State, finds that the State has failed or is no longer legally

able to comply substantially with any provision of this agreement, or of section 218 of the Federal Social Security Act, he shall notify the general treasurer of the State, in writing, that this agreement will be terminated in its entirety, or with respect to any one or more coverage groups, at such time designated in, but not later than two years from the date of such notification, as he deems appropriate, unless prior to such time he finds that there no longer is any such failure or that the cause for such legal inability has been removed. If under this subdivision of the agreement, or subdivision (f) hereof, a termination occurs with respect to any coverage group, such termination shall be effective also with respect to any additional services in such coverage group included in the agreement pursuant to any modification thereof under subdivision (e).

(h) Adjustments, refunds, and interest on delinquent payments.

(1) If more or less than the correct amount due under subdivision (c) of this agreement is paid with respect to any payment of remuneration, proper adjustments with respect to the amounts due under such subdivision (c) shall be made, without interest, upon such conditions, in such manner and at such times, as may be prescribed by the regulations of the Administrator. If such an overpayment cannot be adjusted, a refund shall be made in accordance with section 218(h)(3) of the Social Security Act.

(2) If the State does not make, at the time or times due, the payments provided for under this agreement, there shall be added, as part of the amounts due (except in the case of adjustments described in the foregoing paragraph), interest at the rate of six per centum per annum from the date due until paid, and without prejudice to other available methods of collection,

the Administrator, in his discretion, may deduct such amounts, plus interest from any amounts now or hereafter provided, which he may certify to the Secretary of the Treasury for payment to the State under any provision of the Social Security Act. Amounts so deducted shall be deemed to have been paid to the State under such provision of the Social Security Act.

(i) Effective date.

This agreement shall be effective as of (1) January 1, 1951, or (2) the respective dates specified in the appendix to this agreement with respect to each of the political subdivisions listed therein.

This agreement is entered into this 20th day of December, 1951, by Oscar R. Ewing, Federal Security Administrator, pursuant to section 218 of the Social Security Act, by Lawrence J. Bresnahan, Regional Director, Region I, acting herein by virtue of authority vested in him by said Administrator, and the State of Rhode Island, acting herein through Raymond H. Hawksley, General Treasurer of the State, by virtue of the authority granted by Public Laws of Rhode Island, 1951, Chapter 2675.

Federal Security Administrator

By Lawrence J. Bresnahan
Regional Director

Raymond H. Hawksley
General Treasurer
State of Rhode Island

Walter T. Roberts

A P P E N D I X

This Appendix forms a part of the agreement made and entered into on December 20th, 1951, by and between the Federal Security Administrator and the State of Rhode Island.

It is understood and agreed that the cities and towns covered by this agreement and the respective effective dates of such coverage are as follows:

| <u>Coverage Group</u> | <u>Name, Title and Address of Reporting Official</u> | <u>Effective date of participation</u> |
|-------------------------|--|--|
| Town of Barrington | Town Treasurer Town Hall Barrington, R.I. | 1/1/51 |
| Town of Bristol | Town Treasurer Town Hall Bristol, R.I. | 1/1/51 |
| Town of Burrillville | Town Treasurer Town Hall Harrisville, R.I. | 1/1/51 |
| Town of Coventry | Town Treasurer Town House Washington, R.I. | 6/1/51 |
| City of Cranston | City Treasurer City Hall Cranston, R.I. | 7/1/51 |
| Town of East Greenwich | Town Treasurer Town Hall East Greenwich, R.I. | 1/1/51 |
| Town of East Providence | Town Treasurer Town Hall East Providence, R.I. | 7/1/51 |
| Town of Jamestown | Town Treasurer Jamestown, R.I. | 3/1/51 |
| Town of Johnston | Town Treasurer Town Hall Johnston, R.I. | 4/1/51 |
| Town of Middletown | Town Treasurer Town Hall Middletown, R.I. | 1/1/51 |
| City of Newport | City Treasurer City Hall Newport, R.I. | 4/1/51 |

| <u>Coverage Group</u> | <u>Name, Title and Address of Reporting Official</u> | <u>Effective date of participation</u> |
|--------------------------|--|--|
| Town of North Providence | Town Treasurer Town Hall Centredale, R.I. | 1/1/51 |
| Town of Portsmouth | Town Treasurer Portsmouth, R. I. | 1/1/51 |
| Town of Smithfield | Town Treasurer Georgiaville, R. I. | 5/1/51 |
| Town of Warren | Town Treasurer Town Hall Warren, R. I. | 3/1/51 |
| City of Warwick | City Treasurer City Hall Warwick, R. I. | 7/1/51 |
| Town of Westerly | Town Treasurer Westerly, R. I. | 7/1/51 |
| City of Central Falls | City Treasurer City Hall Central Falls, R. I. | 9/10/51 |