



COMMITTEE ON RULES

I Mina'trentai Unu na Liheslaturan Guåhan • The 31st Guam Legislature

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May 21, 2012

MEMORANDUM

To: **Pat Santos**
Clerk of the Legislature

Attorney Therese M. Terlaje
Legislative Legal Counsel

From: **Senator Rory J. Respicio**
Majority Leader & Rules Chair

Subject: **Referral of Bill Nos. 459-31 (COR) thru 461-31 (COR)**

As the Chairperson of the Committee on Rules, I am forwarding my referral of Bill Nos. 459-31 (COR) through 461-31 (COR).

Please ensure that the subject bills are referred, in my name, to the respective committee, as shown on the attachment. I also request that the same be forwarded to all members of *I Mina'trentai Unu na Liheslaturan Guåhan*.

Should you have any questions, please feel free to contact our office at 472-7679.

Si Yu'os Ma'åse!

(3) Attachment

I Mina'Trentai Unu Na Liheslaturan Guahan

Bill Log Sheet

BILL NOS.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	120 DAY DEADLINE	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	STATUS
459-31 (COR)	T. R. Muna Barnes, D. G. Rodriguez	AN ACT TO AUTHORIZE <i>I MAGA'LAHEN GUÅHAN</i> TO EXCHANGE GOVERNMENT-OWNED PROPERTY IN TAMUNING FOR PRIVATELY-OWNED PROPERTY IN DEDEDO OWNED BY THE ESTATE OF LORENZO C. ROSARIO.	5/21/2012 1:56 p.m.	5/21/12		Committee on Appropriations, Taxation, Public Debt, Banking, Insurance, Retirement and Land			

I Mina'Trentai Unu Na Liheslaturan Guahan

Bill Log Sheet

BILL NOS.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	120 DAY DEADLINE	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	STATUS
460-31 (COR)	T. R. Muna Barnes	AN ACT TO <i>AMEND</i> SECTION 4301.1, ARTICLE 3, CHAPTER 4, TITLE 4 OF THE GUAM CODE ANNOTATED, RELATIVE TO NEGOTIATING AND PROCURING HEALTH INSURANCE SERVICES FOR THE GOVERNMENT OF GUAM.	5/21/12 3:25p.m.	5/21/12		Committee on Youth, Cultural Affairs, Procurement, General Government Operations and Public Broadcasting			

I Mina'Trentai Unu Na Liheslaturan Guahan

Bill Log Sheet

BILL NOS.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	120 DAY DEADLINE	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	STATUS
461-31 (COR)	v.c. pangelinan,B.J.F. Cruz, R. J. Respicio, J.P. Guthertz, T. R. Muna Barnes	AN ACT TO ADD ARTICLE 23 TO TITLE 10 GUAM CODE ANNOTTED, CHAPTER 12, PART 2 RELATIVE TO THE CREATION OF THE GUAM SOCIAL WORK PRACTICE ACT.	5/21/12 3:44p.m.	5/21/12		Committee on Health and Human Services, Senior Citizens, Economic Development and Election Reform			

I MINA' TRENTAI UNU NA LIHESLATURAN GUÅHAN
2012 (SECOND) Regular Session

Bill No. 459-31 (cor)

Introduced By:

T.R. MUÑA BARNES
DENNIS G. RODRIGUEZ, JR.

2012 MAY 21 AM 1:56
MUN
PH

AN ACT TO AUTHORIZE *I MAGA'LAHEN GUÅHAN* TO EXCHANGE GOVERNMENT-OWNED PROPERTY IN TAMUNING FOR PRIVATELY-OWNED PROPERTY IN DEDEDO OWNED BY THE ESTATE OF LORENZO C. ROSARIO.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that in 1987, through a Land Exchange with the Government of Guam, Lorenzo C. Rosario (now Deceased) obtained real property described as “a portion of Lot No. 5024, containing an area of 3,976± square meters, located in Dededo”. *I Liheslaturan Guåhan* further finds that the Government of Guam, through the former Public Utilities Agency of Guam (PUAG), now Guam Waterworks Authority (GWA), later constructed a waste water pump station and related facilities that encroached upon the Rosario property. This encroachment by the PUAG was neither authorized by the late Lorenzo C. Rosario, nor was he ever compensated for the use of his property. In 1993, the late Mr. Rosario initiated a civil action for the purposes of partitioning the disputed property, as well as to seek compensation for said encroachment. The Government’s response in this civil action implicated the interest of many other surrounding property owners, thus resulting in a complicated and contentious lawsuit that would remain active for

1 nearly twenty (20) years. *I Liheslaturan Guåhan* further finds that through a
2 settlement agreement, a copy of which attached as *Exhibit A* (“the Settlement
3 Agreement”), the Guam Waterworks Authority (GWA), in exchange for their
4 encroachment, has agreed to convey Lot No. 5168-4 containing an area of 3,976±
5 square meters located in Tamuning, Guam to the Estate of Lorenzo C. Rosario. *I*
6 *Liheslaturan Guåhan* further finds that after taking into consideration the fact that
7 for almost twenty (20) years the Rosario family was deprived of the opportunity to
8 utilize their property and develop it to its maximum potential, the authorization for
9 a Land Exchange is just and fair compensation.

10 It is therefore the intent of *I Liheslaturan Guåhan* to authorize *I Maga'lahren*
11 *Guåhan* to effectuate a land exchange between the Guam Waterworks Authority
12 (GWA) and the Estate of Lorenzo C. Rosario based on the final judgment recorded
13 as Civil Case No. CV1894-93, signed and dated on June 2, 2010, a copy of which
14 attached as *Exhibit B* (“Judgment”).

15 **Section 2. Authorization for Land Exchange.** Notwithstanding any
16 other provision of law, and as fair compensation for privately-owned land
17 expropriated by the Government of Guam for the construction of a wastewater
18 pump station and related facilities, *I Maga'lahren Guåhan* is hereby authorized to
19 exchange the real property owned by the Estate of Lorenzo C. Rosario described
20 as:

21 Lot No. 5024-1-R1, containing an area of 2,927± square
22 meters, located in the Municipality of Tamuning
23 (Formerly the Municipality of Dededo) as marked and
24 designated on L.M. Checked No. 015-FY2011, and
25 Department of Land Management Instrument No.
26 825429, dated August 22, 2011, dated August 2011, a
27 copy of which attached as *Exhibit C* (“Re-Subdivision

1 Survey Map of Lot No. 5024-1-R1NEW, Municipality of
2 Tamuning”).

3 With the Government of Guam real property described as:

4 Lot No. 5168-4, Municipality of Tamuning, Guam
5 containing an area of 3,976± square meters, as marked
6 and designated on Department of Land Management
7 Drawing No. I4-89T 330, L.M. Checked No. 201-FY89,
8 dated May 1989 and described on Document No.
9 417648, recorded at the Department of Land
10 Management, Government of Guam. Certificate of Title
11 No. GC#3114, a copy of which attached as *Exhibit D*
12 (“Parceling Survey Map of Lot 5168, Tamuning,
13 Municipality of Dededo”).

14 **Section 3. Effective Date.** This Land Exchange authorization shall take
15 effect immediately upon the enactment of this Act.

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement is made February ____, 2010, by and between the GOVERNMENT OF GUAM, JUDY R. UNTALAN, PATRICIA T. ROSARIO, DOLORES R. BOARDMAN and LORENZO C. ROSARIO, JR. ("Rosario"), GUAM WATERWORKS AUTHORITY ("GWA"), LKC DEVELOPMENT CO. ("LKC"), a Guam Partnership, RENE and DIANA ONG (the "Ongs") in reference to the following facts:

Recitals

A. On or about August 19, 1987, the Government of Guam and Lorenzo C. Rosario executed a Deed of Exchange ("the Deed") whereby, among other things, the Government of Guam granted or purported to grant to Lorenzo C. Rosario property described therein as "a portion of Lot 5024, containing an area of 3,976± square meters, Dededo, as shown on Exhibit 'A'. (Subject to be surveyed by Land Management.)" The Deed was recorded under Document Number 389206. No Exhibit A was attached to the Deed.

B. The Government of Guam later subdivided the property described as Lot 5024-1 into Lots 5024-1-1 and 5024-1-R1, as shown on DWG# DSI-S-89-01, Map I4-90T353, L.M. Check Number 144FY89, recorded on September 5, 1989 under Instrument Number 422432, a copy of which is attached as **Exhibit A** ("the Subdivision Map").

C. The Subdivision Map shows that Lot 5024-1-1 and Lot 5024-1-R1 abut Route No. 16, a 100 foot public right-of-way. The Subdivision Map also shows that Lot

5024-1-R1 lies between Route 16 and certain adjacent properties depicted on the Subdivision Map as Lot 5149, Lot 5149-4 and Lot 5150-1-NEW-1. The location of the boundary between Lot 5024-1-R1 and such adjacent properties is uncertain due to conflicting boundary claims as shown on the Subdivision Map and alleged in Superior Court of Guam Civil Case No. 1894-93 (the "Lawsuit"). Additionally, depending upon the true location of boundaries, Lot 5024-1-R1 may lie between a portion of Lot 5150-2-1 and Route 16.

D. The Government of Guam or PUAG, its line agency, constructed upon Lot 5024-1-1 a sewer pump station and related facilities. This facility is now operated by their successor at interest, the Guam Waterworks Authority, a Guam Public Corporation.

E. The Government of Guam conveyed Lot 5024-1-1 to GWA by a deed dated July 23, 1997 and recorded on July 23, 1997 under Instrument Number 567559.

F. The Government of Guam, PUAG or GWA constructed a fence to surround Lot 5024-1-1 which may in part encroach ("the Fence Encroachment") upon portions of Lot 5024-1-R1 as shown on "Sketch 1762" attached hereto as **Exhibit B** ("Sketch 1762").

G. On October 13, 1993, Lorenzo C. Rosario filed the Lawsuit, alleging he was the owner of a portion of Lot 5024 consisting of 3,971 square meters pursuant to the Deed referenced in recital A, and that the Government of Guam was the owner of the remaining portion of Lot 5024. The Complaint in the Lawsuit sought a partition of the property between Mr. Rosario and the Government of Guam. The Complaint

further alleged the construction by Defendant Government of Guam of a waste water pump station on a portion of Lot 5024 was without Plaintiff's permission, sought recovery of rents, relocation of the pump facility and damages allegedly suffered by Mr. Rosario.

H. Lorenzo Rosario thereafter died and Lorenzo C. Rosario, Jr. and Judy M. Rosario were appointed Co-Special Administrators of his estate in Probate Case No. PR54-97, and continue in that capacity. Pursuant to Decree and Order of Final Distribution entered September 11, 2009 in PR54-97, the Estate of Lorenzo Rosario, including his interest in Lots 5024-1-1 and 5024-1-R1 was distributed to heirs, Judy R. Untalan, Patricia T. Rosario, Dolores R. Boardman and Lorenzo C. Rosario, Jr., share and share alike.

I. Lorenzo C. Rosario, Jr. and Judy M. Rosario, in their capacities as Administrators of the Estate of Lorenzo C. Rosario, filed Special Proceeding Case No. SP0339-96 against the Government of Guam (the "Second Action") also seeking compensation for construction of the pump station.

J. On February 24, 1998, the Government of Guam filed an Amended Answer and Affirmative Defenses in the Lawsuit, alleging, among other things, the invalidity or unenforceability of the Deed and asserting certain defenses to the action. The Government of Guam further filed a Third Party Complaint in the Lawsuit against Euvilla Massey ("Massey"), LKC, Leonard Cheung and Lily Cheung (the "Cheungs"), Lorenzo C. Rosario, Jr. and Judy M. Rosario, Co-Special Administrators of the Estate of Lorenzo Rosario, Eastward International, Inc., Guam Waterworks Authority, and

Persons Unknown. Third-Party Defendants other than Rosario were persons whom the Government of Guam alleged in its Third-Party Complaint claimed interests in Lot 5024-1-1 or 5024-1-R1 in addition to the Rosarios, and sought a determination of the respective interests of the parties.

K. The Cheungs at the time of the filing of the Third-Party Complaint were the owners of Lots 5150-1-NEW-1 and 5150-2-1 (both referred to in recital C above). The Ongs have since succeeded to the interests of the Cheungs in Lots 5150-1-NEW-1 and 5150-2-1.

L. At the time of the filing of the Third-Party Complaint Massey was the owner of Lot 5149 (referred to in recital C above), and LKC, the tenant from Massey of Lot 5149. LKC has subsequently acquired the interest of Massey in Lot 5149, and is now the fee owner of such property.

M. Third-Party Defendant Eastward International, Inc., not a party to this Agreement, was at the time of filing of the Third-Party Complaint the owner of Lot 5149-4 (referred to in recital C above).

N. In general, the conflicting claims of Massey, LKC, the Cheungs (and their respective tenants and successors) and Eastward International concern (a) conflicting, overlapping and uncertain boundary lines and encroachments rendering the actual boundaries and area of Lot 5024-1-R1 uncertain, and (b) access from Route 16 across Lot 5024-1-R1 to the adjoining properties respectively owned by such parties.

O. The parties to this Settlement Agreement desire to resolve, as among themselves, all disputes and claims among them with respect to title to possession and

use of Lot 5024-1-R1 and 5024-1-1, and the boundaries of such lots in relation to adjacent properties owned by the parties to this Agreement.

Now, therefore, in consideration of the foregoing recitals, and subject to the terms and conditions hereinafter set forth, the parties to this Agreement agree as follows:

1. The elements of this Settlement Agreement are integrated and not severable, except as provided in paragraph 23.

2. The Westerly boundary between Lot 5024-1-1 and 5024-1-R1 as shown on the Subdivision Map as running on a course North 19°, 45' 41" West, Distance 146.08, shall be adjusted to run on a course concurrent with the actual location of the fence to the westerly side of the GWA Pump Station on Lot 5024-1-1 and continuing to the northern boundary of Lot 5024-1-R1 as shown on the Subdivision Map to conform the boundary to the Fence Encroachment as shown on Sketch No. 1762.

3. The Government of Guam, GWA and Rosario shall enter into a Deed of Partition whereby Rosario shall confirm title in all of Lot 5024-1-1, as revised by paragraph 2 above, in GWA as successor in interest to the Government of Guam and PUAG, and the Government of Guam and GWA shall confirm title in Rosario to all right, title and interest of the Government of Guam in Lot 5024-1-R1 (the boundaries of both lots to be as adjusted from as shown upon the Subdivision Map to conform to the Fence Encroachment as above provided in paragraph 2,).

4. Following the execution and delivery of the Deed of Partition, Rosario shall, in order to resolve any questions as to the boundary between Lot 5024-1-R1 and

the properties owned by the Ongs, quitclaim to the Ongs any right, title and interest Rosario might have in Lots 5150-1-NEW-1 and 5150-2-1. In addition, Rosario shall quitclaim to the Ongs that portion of Lot 5024-1-R1 shown as "Area C" on that certain "Sketch Map of Encroachments" on Lot 5024-1-R1, Harmon, Guam, prepared by Duenas Bordallo Camacho and signed by Nestor Ignacio dated February 26, 2009, attached as **Exhibit C** ("the Encroachment Sketch"). The area of Area C as shown upon the Encroachment Sketch is approximate. A survey map shall be prepared, recorded and approved by all the Parties whereby Area C shall be determined and severed from Lot 5024-1-R1 and consolidated with and into 5150-1-NEW-1. The Rosarios will execute and deliver to the Ongs a quitclaim deed covering the consolidated lot and Lot 5150-2-1. The intent of this Agreement is that the Ongs shall hold title to Lots 5150-2-1, 5150-1-NEW-1 and Area C free of any right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided.

5. Ong shall pay to Rosario the sum of \$40,200.00.

ONG

6. Rosario shall convey to LKC by Grant Deed the portion of Lot 5024-1-R1 as shown on the Subdivision Map North of a line (1) running from the boundary between Lot 5024-1-R1 and Route 16 (as shown on the Subdivision Map) and (2) along a course South 70°, 14' 20" West 40 Feet to the South of and parallel to the boundary between Lots 5024-1-1 and 5024-1-R1, as shown on the Subdivision Map, and intersecting with the line North 35°, 54'37" West shown as the boundary of Lot 5024-1-R1 on the Subdivision Map. LKC Development acknowledges that a portion of the area

to be conveyed to it will be within "Encroachment F" as shown upon the Encroachment Sketch and takes such portion with notice of possible claims of Eastward International (or other owner or persons having interests in Lot 5149-4), as to such portion of Encroachment F but shall take all rights of Rosario and Government of Guam in such portion. The area conveyed to LKC shall be similar to Area H as shown upon the Encroachment Sketch, except that the southerly boundary of the area conveyed shall be 40 Feet to the South of the southerly boundary of Lot 5024-1-1, and continue in a continuous straight line across Encroachment F as above provided, and further in that the configuration of Area H shall be adjusted to take into account relocation of the westerly boundary of Lot 5024-1-1 to conform to the Fence Encroachment as above provided. The portion of Lot 5024-1-R1 conveyed to LKC shall be consolidated within and into Lot 5149 as an integral part thereof and so that Lot 5149 shall abut Route 16. LKC shall hold title to the area conveyed to it, and adjacent land owned by LKC as herein provided free of any right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided.

7. LKC will pay to Rosario the sum of \$100,000.00

8. Prior to delivery of the Deed of Partition and of the Deeds to LKC and Ong as herein provided, Rosario shall pay or procure the cancellation of any real property taxes assessed to Lorenzo Rosario or his successors on any portion of Lot 5024, and procure cancellation of any conveyances for non-payment of taxes so assessed.

9. The areas to be acquired by LKC and the Ongs hereunder shall be acquired in fee simple and not as or subject to easements, public or private.

10. GWA shall retain title to Lot 5024-1-1, with adjustment of its boundaries to conform to the Fence Encroachment as herein provided, free of right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided.

11. Rosario shall retain title to Lot 5024-1-R1, other than those portions conveyed to the Ongs and LKC respectively hereunder, free of any right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided. The areas retained by Rosario shall include the area described as Area E on the Encroachment Sketch, and those portions described as Areas G and Encroachment F other than the northerly portions of Area G and Encroachment F to be conveyed to LKC as herein provided.

12. LKC shall concurrent with the delivery of the deed to it from Rosario grant, provide to GWA a perpetual unrestricted license in writing that shall run with the land containing terms agreeable to the parties that will allow agents, contractors or employees of GWA to enter upon Lot 5124-1-R1 conveyed to LKC hereunder to be exercised upon reasonable notice, at reasonable locations and at reasonable times to either repair or replace GWA's fence surrounding the Sewer Pump Station where such repair or replacement may not be reasonably accomplished from GWA property.

13. Eastward International is not a participant in or a party to this Settlement Agreement. No provision of this Settlement Agreement is for the benefit of Eastward International or the owners of, or persons having interests in Lot 5149-4.

14. The parties shall employ Nestor Ignacio of Duenas Bordallo Camacho to perform surveying work necessary to:

(1) relocate the westerly boundary of Lot 5024-1-1 to conform to the Fence Encroachment as above provided;

(2) survey the portions of Lot 5024-R1 to be conveyed to LKC and the Ongs, respectively, hereunder, and to consolidate those properties to be conveyed into the adjacent properties owned by LKC and the Ongs, respectively, as above provided. Consolidation of the property to be acquired by the Ongs and LKC respectively into the adjacent properties respectively owned by them is required as the property acquired would otherwise be substandard.

(3) the cost of the survey work shall be paid 1/2 by LKC, 25% by Rosario, and 25% by the Ongs. The Ongs shall pay Rosario's share of the cost of the survey work and shall be entitled to a credit against the amount to be paid by them under paragraph 5 in the amount of such share. The survey work shall be done and appropriate maps prepared in order that they may be recorded concurrently with the delivery of the deeds herein above provided for partition between the Government of Guam, GWA and Rosario, and from Rosario to the Ongs and LKC.

15. Upon completion of the survey work provided in paragraph 14 above relocating the boundaries of Lot 5024-1-1 and identifying and severing from Lot 5024-1-R1 the portions thereof to be conveyed to LKC and the Ongs, and consolidating such portions into the adjacent property owned by LKC and the Ongs, the Government of Guam in its governmental capacity and through its agencies whose action may be

required shall undertake such action as is necessary to approve the resulting survey maps in order that they may be properly recorded and shall take such other action as may be required that such relocation of boundaries, severance and consolidation have legal effect.

16. The Government of Guam shall convey to Rosario real property described as follows: Lot 5168-4, Tamuning, Guam, as referenced in Document No. 036891 and 417648, Guarantee Claim No. 3114 and consisting of 3,976 square meters, more or less, or other property as may be agreed between Rosario and the Government of Guam.

17. Rosario shall dismiss with prejudice the Second Action.

18. Rosario shall obtain any requisite approvals of this Agreement and the transactions contemplated hereby by the Court in which the probate of the Estate of Lorenzo Rosario is pending.

19. The settlement hereunder shall be a full and complete resolution and settlement of all claims among the parties related to title to, occupation, use or possession of Lot 5024, Lot 5024-1-1 and Lot 5024-1-R1 as shown upon the Subdivision Map or as to the location of the boundaries of Lot 5149, Lot 5050-1-NEW1 and Lot 5150-2-1, in relation to Lot 5024-1-R1 and Lot 5024-1-1, including without limitation any claims for prior trespass, damage to, or use of any of such property.

20. The parties shall execute mutual releases consistent with the provisions of paragraph 19 and other provisions of this Agreement, in such form as shall be acceptable to their respective counsel.

21. Each of the parties hereto shall exercise their reasonable efforts to take such action as is necessary or appropriate on their part to be performed, to complete and implement this Agreement and the transactions contemplated hereby.

22. The Deed of Partition between the Government of Guam, GWA and Rosario, the deeds from Rosario to LKC and the Ongs, the payments to be made by LKC and the Ongs to Rosario and the license to be granted by LKC to GWA shall be made and delivered concurrently, as soon as reasonably practicable after appropriate severance and consolidation maps have been prepared and are available for recording concurrently with such deeds. Payments and delivery of documents may be made through an escrow to be designated by the Ongs and LKC, and conditioned upon the ability of LKC and the Ongs each respectively to obtain Standard Form Owner's Policy and Title Insurance insuring title to the areas to be conveyed to LKC and the Ong, as consolidated into and a part of the properties presently owned by LKC and the Ongs.

Escrow

23. The Deed from the Government of Guam to Rosario of the property conveyed pursuant to paragraph 16 and the dismissal by Rosario of the Second Action as provided by paragraph 17 (the paragraphs 16 and 17 documents) shall be delivered concurrently as soon as practicable after any necessary legislative approval for the conveyance by the Government of Guam to the Rosarios of the property conveyed pursuant to paragraph 16 has been obtained, and conditioned upon the documents and payments provided in paragraph 22 having been delivered. However, delivery of the paragraphs 16 and 17 documents shall not be a condition to or delay the delivery of the documents and payments provided in paragraph 22. It is the intent and understanding

of Rosario and the Government of Guam that any failure or delay in obtaining necessary legislative approval of the conveyance of the property to be conveyed to Rosario under paragraph 16 or the resulting failure of the delivery of the paragraphs 16 and 17 documents shall not affect the settlement of the Lawsuit as provided in this Agreement.


24. The settlement shall be without prejudice as to any claims among any of the parties to this Agreement, on the one hand, and the owners of Lot 5149-4 on the other hand, as to any matters set forth in the Lawsuit or otherwise.

25. The parties shall upon execution of this Agreement apply to the Court in which the Lawsuit is pending for entry of a judgment incorporating the provisions of this Settlement Agreement, as judgment among the parties to the Settlement Agreement to wit: Government of Guam, Judy R. Untalan, Patricia T. Rosario, Dolores R. Boardman and Lorenzo C. Rosario, Jr., Guam Waterworks Authority, LKC Development Co., Rene Ong and Diana Ong, and dismissing the action without prejudice as to all claims between such parties or any of them and Eastward International, Inc. Releases of any Notices of Lis Pendens filed in the lawsuit will be filed concurrently with recording of such Judgment.

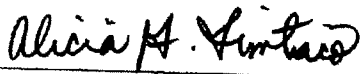
26. This Settlement Agreement may be executed in one or more counterparts and by execution and transmittal of signature pages thereto by electronic means or by facsimile, and all of such counterparts and signature pages shall together constitute a single document.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

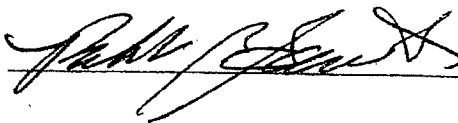
DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: 

RENE ONG

DIANA ONG

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

JUDY F. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____
Paul J. Ong GM

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

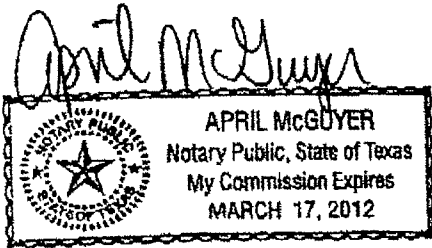
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General



JUDY R. UNTALAN

PATRICIA T. ROSARIO
Dolores R. Boardman

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

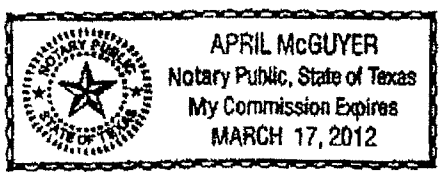
By: _____

RENE ONG

DIANA ONG

SUBSCRIBED AND SWORN to before me this 25th day of February
2010, appeared **DOLORES R. BOARDMAN**.

April McGuyer
Notary Public



SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **JUDY R. UNTALAN**.

Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **PATRICIA T. ROSARIO**.

Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **LORENZO C. ROSARIO, JR.**

Notary Public

DMB

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

Judy R. Untalan
JUDY R. UNTALAN

City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 25 day of Feb
by Judy R. Untalan
Frederick H. Heston Notary Public
Reg. # 710 9413 Com. Exp. 10/31/2011

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **DOLORES R. BOARDMAN**.

Notary Public

SUBSCRIBED AND SWORN to before me this 25 day of Feb,
2010, appeared **JUDY R. UNTALAN**.

Frodo N. Hattori
Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **PATRICIA T. ROSARIO**.

Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **LORENZO C. ROSARIO, JR.**


Notary Public

Q

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: 
Christopher M. Duenas, Director, DLM

By: _____
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO


DOLORES R. BOARDMAN


LORENZO C. ROSARIO, JR.

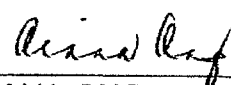
GUAM WATERWORKS AUTHORITY

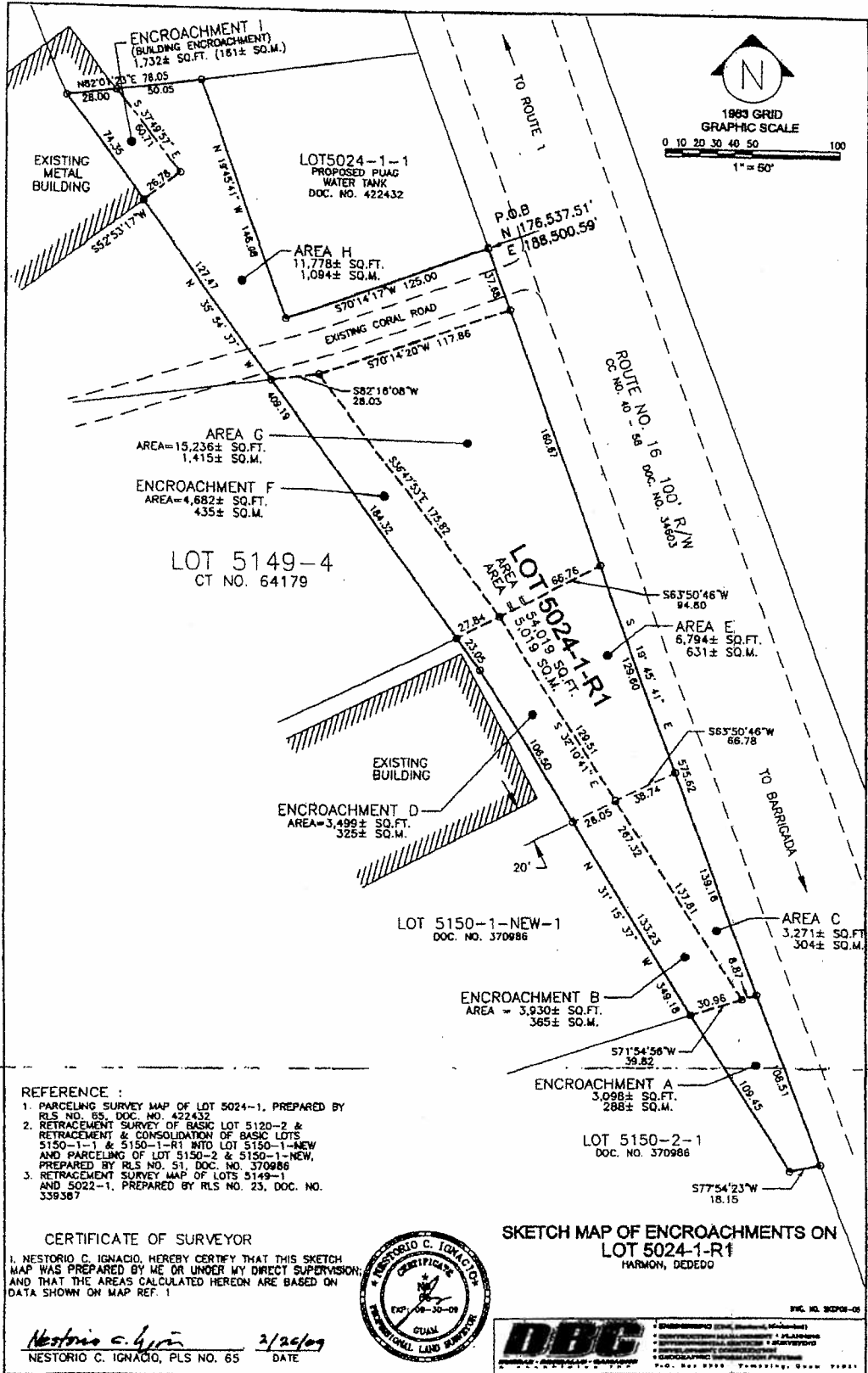
By: _____

LKC DEVELOPMENT CO.

By: 


RENE ONG


DIANA ONG



- REFERENCE :
1. PARCELING SURVEY MAP OF LOT 5024-1, PREPARED BY RLS NO. 65, DOC. NO. 422432
 2. RETRACEMENT SURVEY OF BASIC LOT 5120-2 & RETRACEMENT & CONSOLIDATION OF BASIC LOTS 5150-1-1 & 5150-1-R1 INTO LOT 5150-1-NEW AND PARCELING OF LOT 5150-2 & 5150-1-NEW, PREPARED BY RLS NO. 51, DOC. NO. 370986
 3. RETRACEMENT SURVEY MAP OF LOTS 5149-1 AND 5022-1, PREPARED BY RLS NO. 23, DOC. NO. 339387

CERTIFICATE OF SURVEYOR
 I, NESTORIO C. IGNACIO, HEREBY CERTIFY THAT THIS SKETCH MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE AREAS CALCULATED HEREON ARE BASED ON DATA SHOWN ON MAP REF. 1

Nestorio C. Ignacio 2/26/09
 NESTORIO C. IGNACIO, PLS NO. 65 DATE



SKETCH MAP OF ENCROACHMENTS ON LOT 5024-1-R1
 HARMON, DEDEDO

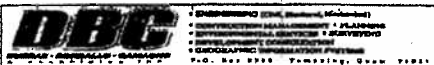



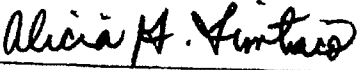
EXHIBIT
 C

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

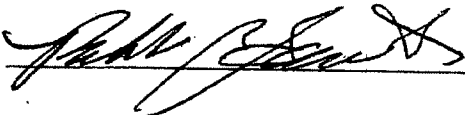
DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

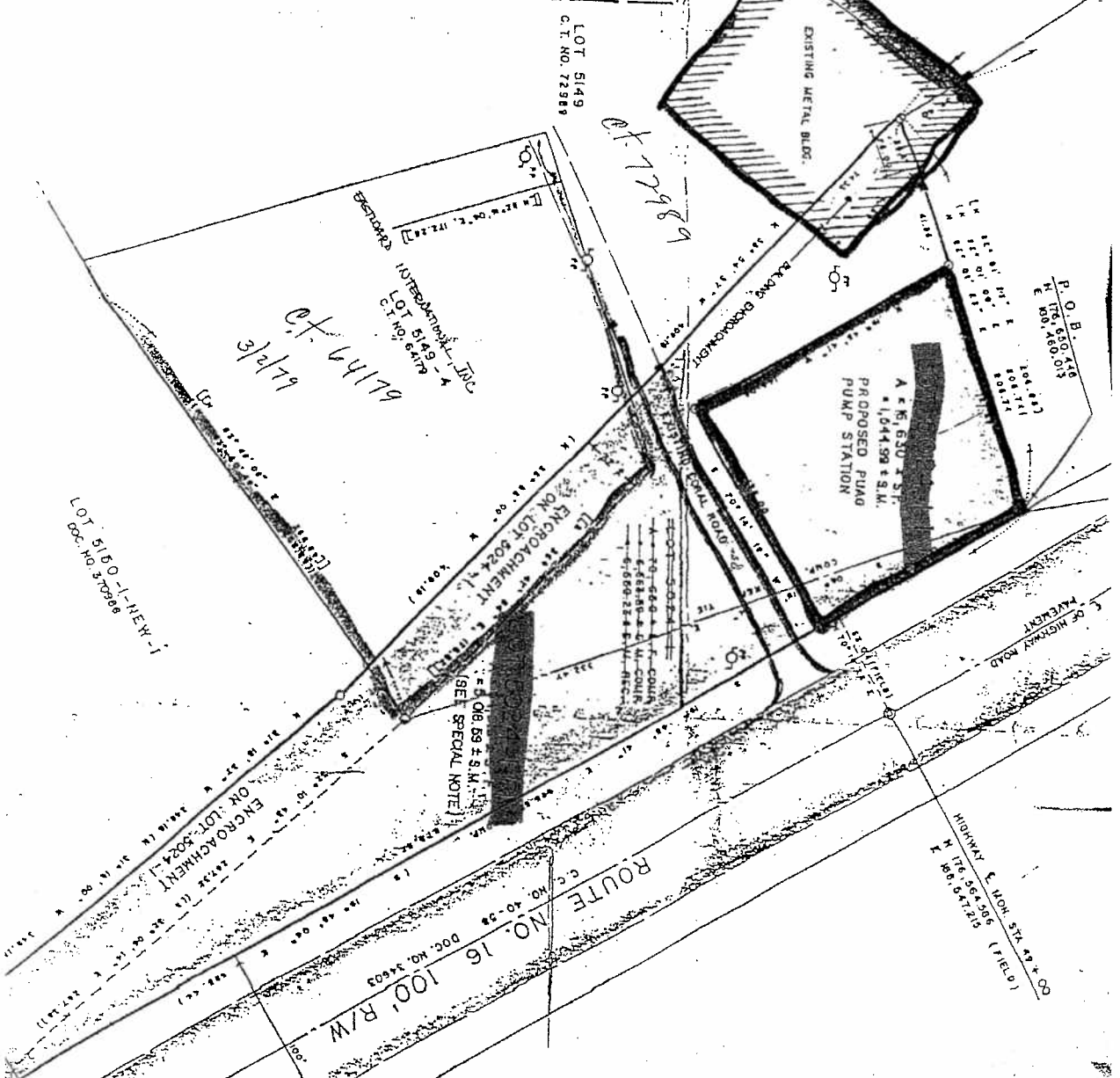
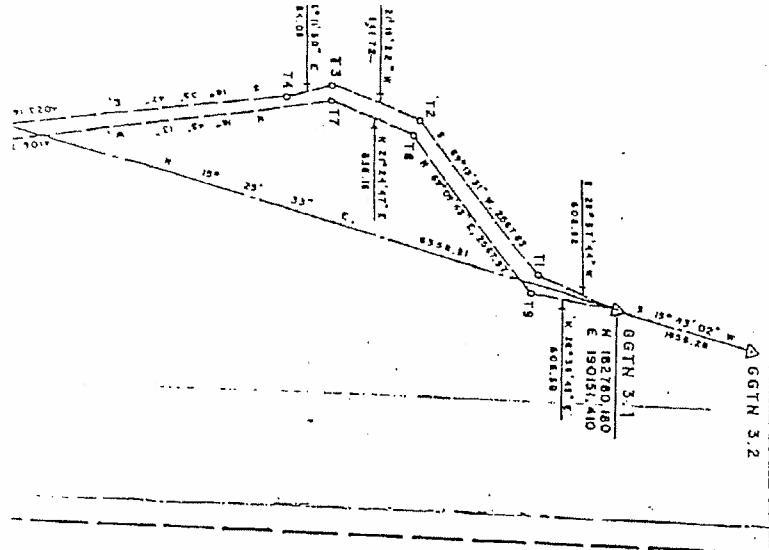
LKC DEVELOPMENT CO.

By: 

RENE ONG

DIANA ONG

DEPARTMENT OF LAND MANAGEMENT
 ER
 Filed for record on 4/22/79
 at 10:17 AM
 S. Fee [Signature] at 10:17 AM
 Voucher No. 115-338
 Deputy Recorder [Signature]



P.O.B. 416
 N 100.550.013
 E 100.450.013

A = N 63.50 ± S 71°
 * 1,044.59 ± S.M.
 PROPOSED PUMPO
 PUMP STATION

Lot 64179
 3/2/79

Lot 72989

- ⊙ PUG. E
- CORNER
- EXISTING
- MAIL SE

ADJ
 A TO F
 DISFC
 S AS R
 DATA
 AND

EXHIBIT B

FILED
SUN 06/07/2010

MARK E. COWAN, ESQ.
ARRIOLA, COWAN & ARRIOLA
259 Martyr St., Suite 201
Calvo-Arriola Building
P.O. Box X, Hagåtña, Guam 96932
Telephone: (671) 477-9730/9733
Telecopier: (671) 477-9734

RECEIVED
CLERK OF COURT
BY: _____

Attorneys for LKC DEVELOPMENT, CO.

IN THE SUPERIOR COURT OF GUAM

JUDY R. UNTALAN,
PATRICIA T. ROSARIO,
DOLORES R. BOARDMAN and
LORENZO C. ROSARIO, JR.,

Plaintiffs,

vs.

GOVERNMENT OF GUAM,

Defendant.

CIVIL CASE NO. CV1894-93

(Proposed)
JUDGMENT

GOVERNMENT OF GUAM,

Third-Party Plaintiff,

vs.

LKC DEVELOPMENT CO.,
RENE ONG and DIANA ONG,
JUDY R. UNTALAN,
PATRICIA T. ROSARIO,
DOLORES R. BOARDMAN and
LORENZO C. ROSARIO, JR.,
EASTWARD INTERNATIONAL, INC.,
GUAM WATERWORKS AUTHORITY,
and PERSONS UNKNOWN,

Third-Party Defendants.

NEOT MANTANONA, LLP

Date: 06/07/2010
Time: 4:14pm
Initials: GM

Upon motion of Judy R. Untalan, Patricia T. Rosario, Dolores R. Boardman and Lorenzo C. Rosario, Jr., Government of Guam, Guam Waterworks Authority, LKC

Development Co. and Rene and Diana Ong, and sufficient cause appearing, the Court hereby enters Judgment in this action as follows:

1. The Settlement Agreement made and entered into among the following parties to this action to wit: GOVERNMENT OF GUAM, JUDY R. UNTALAN, PATRICIA T. ROSARIO, DOLORES R. BOARDMAN and LORENZO C. ROSARIO, JR. ("Rosario"), GUAM WATERWORKS AUTHORITY ("GWA"), LKC DEVELOPMENT CO. ("LKC"), a Guam Partnership, RENE and DIANA ONG (the "Ongs"), a copy of which is attached to the Declaration of Mark E. Cowan, the provisions of which are incorporated by this reference is adopted as the Judgment of this Court as among such parties.

2. The Court retains jurisdiction of this action for purposes of enforcing such Settlement Agreement and Judgment.

3. All claims among such parties or any of them and Eastward International, Inc. the sole other party to this action are dismissed without prejudice.

Dated: JUN 02 2010.

Original Signed By:
Hon. Elizabeth Barrett-Anderson

HON. ELIZABETH BARRETT-ANDERSON
JUDGE, SUPERIOR COURT OF GUAM

I do hereby certify that the foregoing is a full true and correct copy of the original on file in the office of the clerk of the Superior Court of Guam.
Dated at Huelga, Guam


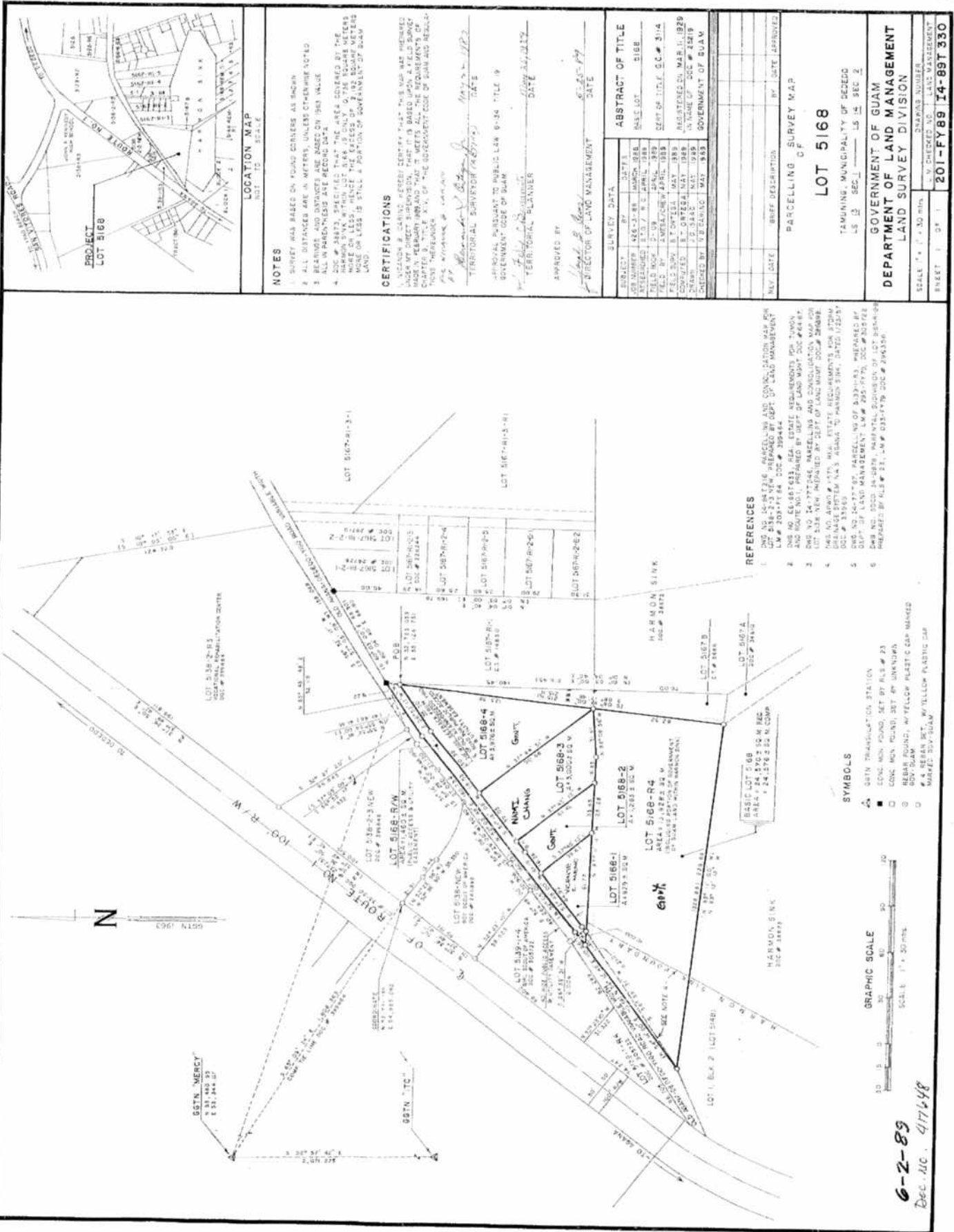
JUN - 3 2010

Glenric J. Mendibala
Deputy Clerk, Superior Court of Guam

EXHIBIT D



LOCATION MAP
NOT TO SCALE

NOTES

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS, UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES ARE BASED ON 1983 VALUE.
4. ALL IN PARALLELS ARE RECORD DATA.
5. DOC # 38873 SPECIFIED THAT THE AREA COVERED BY THE HARMON SINK WITHIN LOT 5168 IS ONLY 0.728 SQUARE METERS MORE OR LESS IS STILL A PORTION OF GOVERNMENT OF GUAM LAND.

CERTIFICATIONS

I, ANDREW J. CARING HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS BASED UPON A FIELD SURVEY CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 3, TITLE 14, OF THE TERRITORIAL CODE OF GUAM AND THE TITLES THEREUNDER.

TERRITORIAL SURVEYOR Andrew J. Caring DATE 11/23/89

APPROVAL BY [Signature] DATE 11/23/89

DIRECTOR OF LAND MANAGEMENT

ABSTRACT OF TITLE

SUBJECT	BY	DATE
CONVEYANCE	488-3-88	MARCH 1988
ATTACHED S.O. / W.C.	APRIL 1988	
FIELD BOOK	2-09	APRIL 1988
FIELD BY	AMBA/CHIEW	APRIL 1988
FIELD BOOK	1-07/22	MAY 1989
FIELD BY	CHIEW	MAY 1989
REGISTERED ON	MAR 11, 1989	
REGISTERED BY	OFFICE	MAY 1989
CHECKED BY	VERBAKING	MAY 1989
		1989

PARCELLING SURVEY MAP

LOT 5168

TAMUNING, MUNICIPALITY OF DEDEDO

LS 13 SEC 1 LS 14 SEC 2

GOVERNMENT OF GUAM
LAND SURVEY DIVISION

SCALE 1" = 30 METERS

SHEET 1 OF 1

201-FY 89 I4-89T 330

REFERENCES

1. DMS NO. 14-89-216, PARCELLING AND CONVEYANCE MAP FOR LOT 5168, PREPARED BY DEPT. OF LAND MANAGEMENT, L.M. # 203-1714, DOC # 38873.
2. DMS NO. 14-89-216, REAL ESTATE REQUIREMENTS FOR TOWN AND HOVIE NO. 1, PREPARED BY DEPT. OF LAND MGMT. DOC # 4847.
3. DMS NO. 14-77-246, PARCELLING AND CONVEYANCE MAP FOR LOT 518 NEW, IMPAIRED BY DEPT. OF LAND MGMT. DOC # 29806.
4. DMS NO. 14-89-216, REAL ESTATE REQUIREMENTS FOR TOWN AND HOVIE NO. 1, PREPARED BY DEPT. OF LAND MGMT. DOC # 33949.
5. DMS NO. 14-77-246, PARCELLING OF 8,320-83, PREPARED BY DEPT. OF LAND MANAGEMENT, L.M. # 295-1770, DOC # 203122.
6. DMS NO. 14-89-216, PARCELLING AND CONVEYANCE MAP FOR LOT 5168, PREPARED BY DEPT. OF LAND MANAGEMENT, L.M. # 203-1714, DOC # 38873.

SYMBOLS

- ▲ GSN TRANSLATION STATION
- CONC. MON. FOUND. SET BY FILE # 23
- CONC. MON. FOUND. SET BY UNKNOWN
- BEARS FOUND, W/ YELLOW PLASTIC CAP MARKED
- BEARS SET, W/ YELLOW PLASTIC CAP MARKED
- BEARS SET, W/ YELLOW PLASTIC CAP MARKED

GRAPHIC SCALE

SCALE 1" = 30 METERS

6-2-89
Dec. No. 417648

I MINA'TRENTAI UNU NA LIHESLATURAN GUÅHAN
2012 (SECOND) Regular Session

2012 MAY 21 PM 3:25

Bill No. 460-31 (COR)

Introduced by:

V.C. Pangelinan
B.J.F. Cruz



AN ACT TO AMEND SECTION 4301.1, ARTICLE 3, CHAPTER 4, TITLE 4 OF THE GUAM CODE ANNOTATED, RELATIVE TO NEGOTIATING AND PROCURING HEALTH INSURANCE SERVICES FOR THE GOVERNMENT OF GUAM.

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1.** §4301.1, Article 3, Chapter 4, Title 4 of the Guam Code
3 Annotated is hereby *amended* to include new definitions as follows:

4 “(e) *Exclusive proposal* means a proposal based upon the assumption that
5 the government will contract with only one Health Insurance Provider that is
6 selected by the Negotiating Team from up to three different Health Insurance
7 Providers that all negotiate best and final offers with the Negotiating Team.

8 (f) *Non-exclusive proposal* means a proposal based upon the assumption that
9 the government will contract with three Health Insurance Providers that negotiate
10 best and final offers with the Negotiating Team. If only two Health Insurance
11 Providers submit qualified proposals then *Non-exclusive proposal* shall mean a
12 proposal based upon the assumption that the government will contract with two
13 Health Insurance Providers that negotiate best and final offers with the Negotiating
14 Team.

1 (g) *Qualified proposal* means a proposal from a Health Care Provider that
2 submits both an exclusive and a non-exclusive proposal in response to any request
3 for proposals for the Government of Guam Health Insurance Program.”

4 **Section 2. Severability.** If any provisions of this Act or the application
5 thereof to any person or circumstance is held invalid, such invalidity *shall* not
6 affect any other provision or application of this Act which can be given effect
7 without the invalid provision or application, and to this end the provisions of this
8 Act are severable.

I MINA'TRENTAI UNU NA LIHESLATURAN GUÅHAN
2012 (SECOND) REGULAR SESSION

2012 MAY 21 PM 3:44
Mun

Bill No. 461-31 (COR)

Introduced by:

v.c.pangelinan
B.J.F. Cruz
R.J. Respicio
J.P. Guthertz
T.R. Muna Barnes

AN ACT TO ADD ARTICLE 23 TO TITLE 10 GUAM
CODE ANNOTTED, CHAPTER 12, PART 2 RELATIVE
TO THE CREATION OF THE GUAM SOCIAL WORK
PRACTICE ACT.

BE IT ENACTED BY THE PEOPLE OF GUAM:

1 Section 1. Article 23, Chapter 12, Part 2, 10 Guam Code
2 Annotated is hereby added to read as follows:

3 "Social Work Practice Act.

4 § 122301. **Legislative Intent.** It is the intent of this Act to promote,
5 preserve, and protect the public health, safety, and welfare by and through
6 the effective control and regulation of the practice of social work; the
7 licensure of social workers; the licensure, control, and regulation of persons,
8 in or out of this territory that practice social work within the territory.

9 § 122302. **Definitions.** For purposes of this Article, the following
10 words and phrases have been defined to mean:

11 "Board" shall mean the Guam Board of Social Work.

1 “Practice of Baccalaureate Social Work” means the application of
2 social work theory, knowledge, methods, ethics, and the professional use of
3 self to restore or enhance social, psychosocial, or bio-psycho-social
4 functioning of individuals, couples, families, groups, organizations, and
5 communities. Baccalaureate Social Work is basic generalist practice that
6 includes assessment, planning, intervention, evaluation, case management,
7 information and referral, counseling, supervision, consultation, education,
8 advocacy, community organization, and the development, implementation,
9 and administration of policies, programs, and activities.

10 “Practice of Master’s Social Work” means the application of social
11 work theory, knowledge, methods, ethics, and the professional use of self to
12 restore or enhance social, psychosocial, or bio-psycho-social functioning of
13 individuals, couples, families, groups, organizations, and communities.
14 Master’s Social Work practice includes the application of specialized
15 knowledge and advanced practice skills in the areas of assessment, treatment
16 planning, implementation and evaluation, case management, information
17 and referral, supervision, consultation, education, advocacy, community
18 organization, and the development, implementation, and administration of
19 policies, programs, and activities. Under supervision as provided in this Act,
20 the practice of Master’s Social Work may include the practices reserved to
21 Clinical Social Workers.

22 “Practice of Clinical Social Work” is a specialty within the practice of
23 Master’s Social Work and requires the application of social work theory,
24 knowledge, methods, ethics, and the professional use of self to restore or
25 enhance social, psychosocial, or bio-psycho-social functioning of
26 individuals, couples, families, groups, organizations, and communities. The
27 practice of Clinical Social Work requires the application of specialized

1 clinical knowledge and advanced clinical skills in the areas of assessment;
2 diagnosis and treatment of mental, emotional, and behavioral disorders,
3 conditions, and addictions; and evaluation. Treatment methods include the
4 provision of individual, marital, couple, family and group counseling and
5 psychotherapy. The practice of Clinical Social Work may include private
6 practice and the provision of clinical supervision.

7 “Social work practice” means the professional application of social
8 work values, principles, ethics and techniques in the following areas:

9 (a) Information, resource identification, referral services, mediation
10 services, advocacy services and education of individuals, groups, couples
11 and families;

12 (b) Preparation and evaluation of assessments and development and
13 implementation of social work service plans;

14 (c) Case management, coordination, casework intervention and
15 monitoring of social work service plans in the areas of personal, social or
16 economic resources, conditions, or problems;

17 (d) Administration and development of social service programs,
18 policies, community organization, planning, implementation, and
19 involvement in the evaluation of social systems and social policies;

20 (e) Social work consultation and resource development;

21 (f) Research through the formal design and methodology of data
22 collection and the analysis and evaluation of data, social work programs,
23 social systems and social policies;

24 (g) Psychosocial assessment, diagnostic impressions, treatment of
25 individuals, couples, families, and groups, prevention of psychosocial
26 dysfunction, disability or impairment, including emotional, mental and
27 behavioral disorders, and evaluation of practice effectiveness; and

1 (h) Clinical diagnosis or psychotherapy, or both, provided by a
2 licensed clinical social worker.

3 “Social worker” or “S.W.” means a person who has been issued a
4 license as a Licensed Bachelor Social Worker, Licensed Master’s Social
5 Worker, or Licensed Clinical Social Worker to practice within the scope of
6 practice as provided in this Article.

7 “Director” shall mean the Director of Public Health and Social
8 Services.

9 “Exemption” shall mean not required to obtain licensure in order to
10 practice social work as of the date of the passage of this law.

11 “Exception” shall mean able to obtain a social work license through
12 waiving certain requirements as stated in this law.

13 **§ 122303. Guam Board of Social Work.** The Board provides a
14 framework for developing rules, which effectively responds to the regulatory
15 needs of social work licensure. The Board shall have all the duties, powers,
16 and authority specifically granted by this Article, as well as other duties,
17 powers, and authority as may be granted it from time to time by applicable
18 law, rule or regulation.

19 **§ 122304. Board Composition.** The Board shall be composed of five
20 (5) members, one (1) of whom shall be a representative of the public. The
21 remaining four (4) members shall be social workers, one (1) of whom shall
22 be a member and representative of the National Association of Social
23 Workers, Guam Chapter. The Board shall elect from its members a
24 Chairperson and such other officers, as it deems appropriate and necessary
25 to the conduct of its business. The Chairperson shall preside at all meetings
26 of the Board and shall be responsible for the performance of all of the duties
27 and functions of the Board required or permitted by this Act. Each additional

1 officer elected by the Board shall perform those duties customarily
2 associated with the position and such other duties assigned from time to time
3 by the Board. A quorum must be present to conduct a board meeting. The
4 vote of the majority shall constitute an official action of the Board.

5 **§ 122305. Qualifications of Board Members.**

6 (a) For board members who are social workers shall at all times:

7 (1) Be a resident of Guam;

8 (2) Be currently licensed and in good standing to engage in the
9 practice of social work in Guam or be eligible for licensure
10 within thirty (30) days of the passing of this Act;

11 (3) At the time of appointment have been actively engaged in the
12 social work profession; and

13 (4) Have at least three (3) years of experience in the practice of
14 social work.

15 (b) The public member of the Board shall be a resident of Guam who
16 has attained the age of majority and shall not be, nor shall ever have been a
17 Baccalaureate Social Worker, Licensed Master's Social Worker, or Licensed
18 Clinical Social Worker, or the spouse thereof. The public member shall not
19 ever have had any material financial interest in the provision of social work
20 services or who has engaged in any activity directly related to the practice of
21 social work.

22 **§ 122306. Appointment.** *I Maga'lahaen Guahan* shall appoint the
23 members of the Board and shall be confirmed by *I Liheslaturan Guahan*.

24 **§ 122307. Terms of Office.** Members of the Board shall be appointed
25 for a term of three (3) years, except members of the Board who are
26 appointed to fill vacancies which occur prior to the expiration of a former
27 member's full term shall serve the unexpired portion of such term. The terms

1 of the members of the Board shall be staggered, so that the terms of no more
2 than three (3) members shall expire in any year. Each member shall serve
3 until a successor is appointed and qualified.

4 No member of the Board shall serve more than two (2) consecutive
5 full terms. The completion of the unexpired portion of a full term shall not
6 constitute a full term.

7 **§ 122308. Vacancies.** Any vacancy which occurs in the membership of
8 the Board for any reason, including expiration of term, removal, resignation,
9 death, disability or disqualification, shall be filled by *I Maga'lahaen Guahan*
10 in the manner prescribed by § 122306.

11 **§ 122309. Removal.** (a) A Board member may be removed pursuant
12 to the procedures set forth in Subsection (b) herein, upon one or more of the
13 following grounds:

14 (1) The refusal or inability for any reason of a Board member to
15 perform the duties as a member of the Board in an efficient, responsible, and
16 professional manner;

17 (2) The misuse of office by a member of the Board to obtain
18 pecuniary or material gain or advantage personally or for another through
19 such office;

20 (3) The violation by any member of the laws governing the
21 practice of social work; or

22 (4) For other just and reasonable causes as determined solely by
23 the Board pursuant to applicable law, rule or regulation.

24 (b) Removal of a member of the Board shall be in accordance with the
25 Administrative Adjudication Law of Guam, or other applicable laws.

26 **§ 122310. Board Meetings.** The Board shall meet regularly at a time
27 and place decided by the Board, or as decided by the Chairperson. A special

1 meeting may be called at the discretion of the Chairperson. All meetings,
2 whether regular or special, shall be announced and notice thereof given in
3 accordance with the Open Government Law.

4 **§ 122311. Personnel.** The Department of Public Health and Social
5 Services shall be the Department responsible for the implementation of this
6 Act. The Director shall provide such office space, staff, supplies, equipment,
7 vehicle and assistants as may be necessary for the work of the Board
8 including the execution and enforcement of this Chapter. The Attorney
9 General shall provide legal services to the Board without a fee.

10 **§ 122312. Rules and Regulations.** The Board shall be authorized to
11 adopt and enforce rules and regulations to carry into effect the provisions of
12 this Act and shall adopt rules and regulations in accordance with 5GCA,
13 Chapter 9, the Administrative Adjudication Law, Rule Making Procedures.

14 **§ 122313. Duties, Powers, and Authority.**

15 (a) The Board shall be responsible for the control and regulation of the
16 practice of social work, including, but not limited to, the following:

17 (1) The licensing by examination or by licensure transfer of
18 applicants who are qualified to engage in the practice of social work under
19 the provisions of this Article;

20 (2) The renewal of licenses to engage in the practice of social
21 work;

22 (3) Determining the appropriate fees for licensing, licensing
23 renewal, and other forms of regulation;

24 (4) The establishment and enforcement of compliance with
25 professional standards of practice and rules of conduct of social workers
26 engaged in the practice of social work and consistent with the National
27 Association of Social Workers Code of Ethics;

1 (5) The enforcement of those provisions in the Act relating to the
2 conduct or competence of social workers practicing in this territory,
3 investigation of any such activities related to the practice of unauthorized
4 practice of social work, and the suspension, revocation, or restriction of
5 licenses to engage in the practice of social work;

6 (6) With probable cause that an applicant or licensee has engaged
7 in conduct prohibited by this Act or a statute or rule enforced by the Board,
8 the Board may issue an order directing the applicant or licensee to submit to
9 a mental or physical examination or chemical dependency evaluation. For
10 the purpose of this section, every applicant or licensee is considered to have
11 consented to submit to a mental or physical examination or chemical
12 dependency evaluation when ordered to do so in writing by the Board and to
13 have waived all objections to the admissibility of the examiner's or
14 evaluator's testimony or reports on the grounds that the testimony or reports
15 constitute a privileged communication;

16 (7) The collection of professional demographic data;

17 (8) The issuance and renewal of licenses of all persons engaged in the
18 practice of social work;

19 (9) The evaluation of non-social work degree holders who submit a
20 written request for exemption from social work licensure as prescribed in
21 this Act, determination of whether or not exemption should be granted, and
22 the granting of a Certificate of Exemption to applicant within a one-year
23 period of the passage of this law;

24 (10) The evaluation of non-social work degree holders who submit a
25 written request for exception from the requirements of social work licensure
26 as prescribed in this act, the determination of whether or not an exception

1 should be granted; and the granting of said exceptions within a one-year
2 period of the passage of this law;

3 (11) Inspection of any licensed person at all reasonable hours for the
4 purpose of determining if any provisions of the laws governing the practice
5 of social work are being violated. The Board, its officers, inspectors, and
6 representatives shall cooperate with all agencies charged with the
7 enforcement of the laws of this territory relating to the practice of social
8 work.

9 (b) The Board shall have such other duties, powers, and authority as
10 may be necessary to the enforcement of this Act and to the enforcement of
11 Board rules made pursuant thereto, which shall include, but are not limited
12 to, the following:

13 (1) The Board may join such professional organizations and
14 associations organized exclusively to promote the improvement of the
15 standards of the practice of social work for the protection of the health and
16 welfare of the public and/or whose activities assist and facilitate the work of
17 the Board;

18 (2) The Board may receive and expend funds, in addition to its
19 annual appropriation, from other entities, to include but not limited to grants
20 and/or awards provided that:

21 (i) Such funds are awarded for the pursuit of a specific
22 objective which the Board is authorized to accomplish by this Article,
23 or which the Board is qualified to accomplish by reason of its
24 jurisdiction or professional expertise;

25 (ii) Such funds are expended for the pursuit of the objective for
26 which they are awarded;

1 (iii) Activities connected with or occasioned by the
2 expenditures of such funds do not interfere with the performance of
3 the Board's duties and responsibilities and do not conflict with the
4 exercise of the Board's powers as specified by this Act;

5 (iv) Such funds are kept in a separate account and an annual
6 audit report relative to the receipt of such grants and/or awards and the
7 expenditure of such funds.

8 (i) The Board may establish a Bill of Rights for clients concerning the
9 services a client may expect in regard to social work services.

10 (j) Any investigation, inquiry, or hearing which the Board is
11 empowered to hold or undertake by or before any member or members of
12 the Board and the finding or order of such member or members shall be
13 deemed to be the order of said Board when approved and confirmed.

14 (k) The Board shall report to the Attorney General of Guam any
15 violation in this Article, which is deemed violative pursuant to criminal
16 statutes of Guam to cause appropriate proceedings to be instituted in the
17 proper court in a timely manner and to be prosecuted in the manner required
18 by law.

19 (l) The Board shall have the power to subpoena and to bring before it
20 any person and to take testimony either orally or by deposition, or both, in
21 the same manner as prescribed in civil cases in the courts of this territory.
22 Any member of the Board, hearing officer, or administrative law judge shall
23 have power to administer oaths to witnesses at any hearing, which the Board
24 is authorized to conduct, and any other oaths authorized in any Act
25 administered by the Board.

26 (m) The Board shall establish and collect fees from every applicant for
27 the services it performs. The fees shall be established through rules and

1 regulations pursuant to the 5 GCA, Chapter 9, the Administrative
2 Adjudication Law, Rule Making Procedures.

3 (n) In addition to the fees specifically provided for, the Board may
4 assess additional reasonable fees for services rendered to carry out its duties
5 and responsibilities as required or authorized by this Act or rules adopted
6 hereunder. Such services rendered shall include but not be limited to the
7 following:

- 8 (1) Issuance of duplicate certificates or identification cards;
- 9 (2) Mailing lists, or reports of data maintained by the Board;
- 10 (3) Copies of any documents;
- 11 (4) Certification of documents;
- 12 (5) Notices of meetings;
- 13 (6) Licensure transfer;
- 14 (7) Examination administration to a licensure applicant; and
- 15 (8) Examination materials.

16 **§ 122314. Social Work Licensing Program.** There is hereby
17 established within the Department of Public Health and Social Services to be
18 administered by the Board that shall recognize the “Licensed Bachelor
19 Social Worker” or “L.B.S.W.”, the “Licensed Master’s Social Worker” or
20 “L.M.S.W.”, and the “Licensed Clinical Social Worker” or “L.C.S.W”.

21 **§ 122315. Limitations of scope of practice.** In accordance with the
22 definition of the practice of social work there shall be limitations on the
23 scope of the practice of social work as follows:

- 24 (1) The “Licensed Bachelor Social Worker” or “L.B.S.W.” may
25 perform duties as defined in § 122302 and as defined in numbers (1) to (4)
26 of the definition of the practice of social work in said section in an agency
27 setting under supervision;

1 (2) The “Licensed Master’s Social Worker” or “L.M.S.W.” may
2 perform duties as defined in §122302 and as defined in numbers (1) to (7) of
3 the definition of the practice of social work in said section; and

4 (3) The “Licensed Clinical Social Worker” or “L.C.S.W.” may
5 perform duties as defined in Section 122302 and as defined in numbers (1)
6 to (8) of the definition of the practice of social work in said section.

7 **§122316. License Required.** No person shall purport to be a “social
8 worker”, “Licensed Bachelor Social Worker”, “Licensed Master’s Social
9 Worker”, “Licensed Clinical Social Worker”, or use the letters “S.W.”,
10 “L.B.S.W.”, “L.M.S.W.”, or “L.C.S.W.”, in connection with the person’s
11 name, or engage in the practice of social work as defined in this Article
12 without meeting the applicable requirements and holding a license as set
13 forth in this Article or holding a Certificate of Exemption from the Board.
14 For those granted a Certificate of Exemption, the person is prohibited from
15 using any of the letters indicated in this section, irrespective of their job title.

16 **§ 122317. Exemptions.** Exemptions may be granted to non-social
17 work degree holders who are employed with the job title “social worker” or
18 any derivative thereof. Those granted a Certificate of Exemption by the
19 Board would be allowed to remain in their social work positions without a
20 social work license. Persons may apply for a Certificate of Exemption for up
21 to one (1) year of the date of the enactment of this Act. After the one (1)
22 year period has expired, no person shall be granted a Certificate of
23 Exemption.

24 (a) A Certificate of Exemption is granted to any person employed
25 with the job title “social worker” or any derivative thereof who possesses a
26 Bachelor’s, Master’s, or PhD level degree that is not in the field of social
27 work as of the date of the enactment of this Act, but wishes to continue

1 employment with the job title “social worker”, may obtain a Certificate of
2 Exemption from the Board by providing the following:

3 (1) Provide a written request for exemption from licensure;

4 (2) Provide a written declaration that they are individuals in good
5 standing based on satisfactory employment performance evaluations and
6 with no ethical complaints in the course of their employment with the job
7 title “social worker”;

8 (3) Sign a declaration statement that they will abide by the
9 National Association of Social Workers Code of Ethics; and

10 (4) Submit three (3) letters of verification; one (1) from their
11 current employer acknowledging that he/she is an individual in good
12 standing, and is highly recommended for employment with the job title,
13 “social worker”.

14 (b) Licensure shall not be required of:

15 (1) Any licensed person doing work within the scope of practice or
16 duties of the person’s profession that overlaps with the practice of social
17 work; provided the person does not purport to be a social worker;

18 (2) Any person employed by a federal, state, or government agency
19 in a social worker position, but only at those times when that person is
20 carrying out the duties and responsibilities as a social worker in
21 environmental employment;

22 (3) Any student enrolled in an accredited educational institution in
23 a recognized program of study leading toward attainment of a degree in
24 social work; provided that the student’s activities and services are part of a
25 prescribed course of study supervised by the educational institution and the
26 student is identified by an appropriate title such as “social work student”,

1 “social work intern”, or any other title which clearly indicates the student’s
2 training status;

3 (4) Any person who is a member of a mental health professional
4 not requiring licensure; provided that the person functions only within the
5 person’s professional capacities; and provided further that the person does
6 not purport to be a social worker;

7 (5) Any person teaching, lecturing, consulting, or engaging in
8 research in social work insofar as the activities are performed as part of or
9 are dependent upon employment in a college or university; provided that the
10 person shall not engage in the practice of social work outside the
11 responsibilities of the person’s employment;

12 (6) Any person who is a duly recognized member of the clergy;
13 provided that the person functions only within the person’s capacities as a
14 member of the clergy; and provided further that the person does not purport
15 to be a social worker;

16 (7) Any person who is obtaining supervised clinical experience for
17 licensure as a psychologist, marriage and family therapist, or as another
18 licensed professional; provided that the person’s title indicates a trainee
19 status; and provided further that the person does not purport to be a social
20 worker;

21 (8) Any person in the process of obtaining three thousand (3,000)
22 hours of post Master’s clinical social work experience under the supervision
23 of a licensed clinical social worker or an individual identified in §122302 to
24 qualify for a license as a licensed clinical social worker; and provided that
25 the person calls oneself a clinical social worker intern and is supervised
26 while performing clinical diagnosis and psychotherapy.

1 **§122318. Exceptions.** An exception is granted to any person meeting
2 the following conditions:

3 (a) A person who is employed with the job title “social worker” or any
4 derivative thereof and possesses a Bachelor’s, Master’s, or Ph.D. degree in
5 the field of social work from an accredited or unaccredited social work
6 degree program as of the date of passage of this law. Those granted
7 exceptions must obtain a social work license within one (1) year upon
8 enactment of this Act;

9 (b) A person who self-identifies as a social worker and possesses a
10 Bachelor’s, Master’s, or Ph.D. degree in the field of social work from an
11 accredited or unaccredited social work degree program upon enactment of
12 this Act. Those granted exceptions must obtain a social work license within
13 one (1) year upon enactment of this Act; and

14 (c) A person who possess a non-social work degree, but possesses a
15 degree in a related social science to include degrees such as psychology,
16 sociology, counseling, human relations and human services; and who self-
17 identifies as a social worker may apply for an exception to obtain social
18 work licensure meeting the following requirements:

19 (1) Provide a written request for exception from licensure
20 requirements to the Board;

21 (2) Provide a written declaration that they are individuals in good
22 standing based on satisfactory employment performance evaluations and
23 with no ethical complaints in the course of their employment with the job
24 title “social worker”;

25 (3) Sign a declaration statement that they will abide by the
26 National Association of Social Workers Code of Ethics;

1 (4) Submit three (3) letters of verification; one (1) from their
2 current employer acknowledging that he/she is an individual in good
3 standing, and is highly recommended for employment with the job title,
4 “social worker”; and

5 (5) Obtain fifty (50) continuing education units (CEU) approved
6 by the Social Work Board in the field of social work to include the
7 following: the application of social work theory, knowledge, methods,
8 ethics, and the professional use of self to restore or enhance social,
9 psychosocial, or bio-psychosocial functioning of individuals, couples,
10 families, groups, organizations, and communities; and training in the social
11 work Generalist Practice Model that includes assessment, planning,
12 intervention, evaluation, case management, information and referral,
13 counseling, supervision, consultation, education, advocacy, community
14 organization, and the development, implementation, and administration of
15 policies, programs, and activities.

16 (d) All persons qualified for exceptions do not need to take the
17 appropriate licensure examination but must conform to all other
18 requirements consistent with the appropriate level of licensure as prescribed
19 in the law. Exceptions may only be granted by the Board up until one (1)
20 year upon enactment of this Act.

21 **Section 122319. Licensing Requirements.** Every applicant for a
22 license as a social worker shall submit evidence satisfactory to the Board
23 that the applicant meets the following requirements:

24 (a) For the licensed bachelor social worker (L.B.S.W.), the applicant
25 must:

1 (1) Hold a Bachelor's degree from a college or university in a
2 social work program accredited by or deemed to be equivalent to a program
3 accredited by the Council on Social Work Education; and

4 (2) Have passed the basic level national examination given by the
5 Association of Social Work Boards (ASWB).

6 (b) For the licensed Master's social worker (L.M.S.W.), the applicant
7 must:

8 (1) Hold a Master's degree from a college or university in a social
9 work program accredited by or deemed to be equivalent to an accredited
10 program by the Council on Social Work Education or a doctoral degree from
11 a doctoral degree program in social work accredited by the Western
12 Association of Schools and Colleges or a comparable regional accreditation
13 body; and

14 (2) Have passed the intermediate higher-level national examination
15 given by the Association of Social Work Board (ASWB) or has been
16 credentialed by the Association of Certified Social Workers (ACSW).

17 (c) For the licensed clinical social worker (L.C.S.W.), the applicant
18 must:

19 (1) Meet the educational requirements in paragraph Subsection (b)
20 of §122319; and

21 (2) Have passed the clinical level national examination give the by
22 the Association of Social Work Boards (ASWB); and

23 (3) Have provided evidence of successful completion of at last
24 three thousand (3,000) hours of post maters clinical social work experience
25 under the supervision completed within no fewer than two (2) years, but
26 within no more than five (5) years. Clinical social work experience shall
27 include a minimum of two thousand (2,000) hours of assessment, clinical

1 diagnosis and psychotherapy; no more than a maximum of nine hundred
2 (900) hours of client-centered advocacy, consultation, and evaluation; and at
3 least one hundred (100) hours of direct face-to-face supervision. At least
4 sixty (60) of the one hundred (100) hours of direct face-to-face supervision
5 shall have been individualized supervision and the remaining forty (40)
6 hours may have been under small group (up to six (6) supervisees)
7 supervision; provided that the supervisor shall have been a licensed clinical
8 social worker with at least four thousand five hundred (4,500) hours of post
9 masters clinical social work experience.

10 (d) For the first five (5) years upon enactment of this Act, the
11 following individuals shall be deemed to have satisfied the requirements of a
12 supervisor:

13 (1) a person with a master's degree in social work with at least four
14 thousand five hundred (4,500) post masters clinical social work experience;

15 (2) an individual who holds a diplomat in clinical social work
16 (DCSW) or a board certified diplomat certification (BCD); or a board
17 certified psychiatrist, psychologist, advanced practice registered nurse who
18 has a minimum of four thousand five hundred (4,500) hours of post masters
19 clinical experience in assessment, clinical diagnosis, and psychotherapy.

20 (e) Supervision shall have occurred in an agency setting that provided
21 clinical diagnosis and psychotherapy.

22 (f) An applicant who submits evidence of certification as a Qualified
23 Clinical Social Worker (QCSW) or Diplomat in Clinical Social Work
24 (DCSW) by the National Association of Social Workers or as a board
25 certified diplomat by the American Board of Examiners shall be deemed to
26 have satisfied the experience requirements of this Section.

27 **§ 122320. Reciprocity and Endorsement.**

1 (a) The Board may enter into reciprocity agreements with other states
2 and issue a license to a social worker who has been licensed in that state;
3 provided that the requirements for a license in the state in which the
4 applicant is licensed are deemed by the Board to be equal or greater than the
5 current requirements for a license in this territory.

6 (b) The Board may issue a license by endorsement by honoring a
7 passing score on the examination of the Association of Social Work Boards
8 (ASWB); provided that at a minimum, the applicant meets the other
9 requirements and the passing score is from the examination category that is
10 required for licensed in this territory and the other state uses for its license.

11 **§ 122321. Application for Examination.**

12 (a) Any person eligible for licensure who wishes to be licensed shall
13 apply for examination to the Board at least ninety (90) days prior to the date
14 of the examination, upon a form and in the manner that the Board shall
15 prescribe;

16 (b) Any application to the Board shall be accompanied by a
17 nonrefundable application fee; and

18 (c) A person who fails an examination may apply for reexamination.

19 **§ 122322. Examination for License.**

20 (a) Each applicant for licensure shall take and pass a national
21 examination administered by the Association of Social Work Boards
22 (ASWB) in accordance with procedures and standards prescribed by the
23 Board.

24 (b) Applicants for the “licensed clinical social worker” or “L.C.S.W.”
25 license who have passed the L.C.S.W. examination administered by the
26 Association of Social Work Boards before the enactment of this Act shall be
27 deemed to have satisfied the requirement of this Article.

1 (c) The applicant shall pay the examination fee directly to the
2 Association of Social Work Boards (ASWB).

3 **§ 122323. Issuance of License.** The Board shall issue a license to
4 any person who meets all licensure requirements to include payment of the
5 appropriate fees.

6 **§ 122324. Renewals.** Every license issued under this Act shall be
7 renewed every two (2) years on or before the date set forth by the Board.

8 **§ 122325. Requirement.** A licensee must complete at least thirty (30)
9 hours of approved programs of continuing education units in the two (2)
10 year period that shall be completed at the time of license renewal.

11 (a) A Program of Continuing Education must contain at least one (1)
12 of the following content areas related to social work practice:

13 (1) Theories and concepts of human behavior in the social
14 environment;

15 (2) Social work practice, knowledge and skills;

16 (3) Social work research, programs, or practice evaluations;

17 (4) Social work management, administration or social policy;

18 (5) Social work ethics; and

19 (6) Other areas approved by the Board deemed important and
20 relevant to current social work practice.

21 (b) The following amount of continuing education hours must be
22 earned in the following program areas:

23 (1) Six (6) education hours addressing social work ethics and must
24 be completed through courses offered by NASW; and

25 (2) Four (4) education hours addressing cultural competency,
26 specific to the diverse population of Guam; and

1 (3) Two (2) education hours in the area of working with persons
2 with disabilities.

3 (c) Continuing education hours must be earned in at least two of the
4 following academic course work:

5 (1) Courses and seminars given by an Accredited Program of
6 Social Work;

7 (2) Postgraduate courses from a university, college, or other
8 institution of higher education, in a field other than social work, upon proof
9 that the course is relevant to social work practice and with the approval of
10 the Board;

11 (3) Undergraduate courses from a university, college or other
12 institution of higher education, upon satisfaction of the Board that such
13 course updates or enhances the licensee's social work competence;

14 (4) Correspondence work, televised courses, audio/visual,
15 videotapes, on-line, and other forms of self-study upon approval of the
16 Board, shown to update or enhance social work competence. Under no
17 circumstances shall more than five (5) hours from this category be
18 acceptable as continuing education for each renewal cycle;

19 (5) Continuing education presentations of national, international,
20 regional, or sub-regional conferences or association meetings relevant to
21 social work practice;

22 (6) Workshops or institutes including approved workshops at
23 conventions relevant to social work practice from approved providers;

24 (7) Public or private agency staff development programs from
25 approved providers that contribute to the enhancement of social work
26 practice or knowledge that are not primarily procedural or administrative.

1 (d) The Board shall have the final approval of the content areas for
2 designating a program as a Program of Continuing Education. The Board
3 may determine an Approved Provider of Continuing Education, after receipt
4 of an application as set forth by the Board, accompanied by an applicable
5 fee, which demonstrates the following:

6 (1) Programs to be provided will meet guidelines as determined by
7 the Board, and will be presented by competent individuals as documented by
8 appropriate academic training, professional licensure or certification, or
9 professionally recognized experience;

10 (2) An identified licensed social worker will be involved in
11 program planning and review;

12 (3) Appropriate documents will be maintained and provided to the
13 Board upon request, including presenter qualifications, learning objectives,
14 content outlines, attendance records, and completed evaluation forms;

15 (4) Compliance with all other applicable laws, including the
16 Americans with Disabilities Act.

17 (5) Attendees will be provided a certificate of completion, which
18 includes the provider number.

19 Upon enactment of this Act, the Board shall convene an adhoc
20 committee, with no more than five (5) members as appointed by the Chair,
21 which may include non-members of the Board to compile a list of any
22 additional continuing education units and/or hours not identified in this
23 Chapter with the final approval by the Board.

24 **§ 122326. Revocation, suspension, denial, or condition of licenses;**
25 **finer.**

26 (a) In addition to any other acts or conditions provided by law, the
27 Board may refuse to renew, reinstate, or restore or may deny, revoke,

1 suspend, or condition in any manner any license, or fine any exempt
2 government employee for any one (1) or more of the following acts or
3 conditions on the part of the applicant, licensee or exempt person:

4 (1) Failing to meet or maintain the conditions and requirements
5 necessary to qualify for the granting of a license;

6 (2) Being addicted to, dependent on, or being a habitual user of a
7 narcotic, barbiturate, amphetamine, hallucinogen, opium, or cocaine, or
8 other drugs or derivatives of a similar nature;

9 (3) Engaging in the practice of social work while impaired by
10 alcohol, drugs, or mental instability;

11 (4) Procuring a social work license through fraud,
12 misrepresentation, or deceit;

13 (5) Aiding and abetting an unlicensed person to directly or
14 indirectly use the title “social worker” or engage in the practice as a
15 “Licensed Bachelor Social Worker”, “Licensed Master’s Social Worker” or
16 “Licensed Clinical Social Worker”;

17 (6) Engaging in professional misconduct, incompetence, gross
18 negligence, or manifest incapacity in the practice of social work;

19 (7) Engaging in conduct or practice contrary to the National
20 Association of Social Worker’s Professional Code of Ethics;

21 (8) Failing to comply, observe, or adhere to any law in a manner
22 such that the Board deems the applicant or holder to be an unfit or improper
23 person to hold a social work license;

24 (9) Revocation, suspension or other disciplinary action by another
25 state or federal agency against the licensee or applicant for any reason
26 provided by this Section;

1 (10) Having a criminal conviction, whether by nolo contendere or
2 otherwise, of a crime directly related to the qualifications, functions or duties
3 of the social work profession;

4 (11) Failing to report in writing to the Board any disciplinary
5 decision issued against the licensee or the applicant in another jurisdiction
6 within thirty (30) days of the disciplinary decision;

7 (12) Employing, utilizing, or attempting to employ or utilize at any
8 time any person not licensed who purports to be or engages in practice as a
9 social worker, licensed bachelor social worker, licensed social worker, or
10 licensed clinical social worker;

11 (13) Engaging in the practice of social work beyond the scope of
12 the person's license; or

13 (14) Violating this Chapter or any rules adopted pursuant thereto.

14 (b) The Board may determine on a case-by-case basis to give a license
15 to an applicant who has been convicted of a crime provided the following is
16 met:

17 (1) The applicant must provide proof that he/she has made efforts
18 to rehabilitate himself/herself and become positive, productive member in
19 the community; and

20 (2) If one was convicted of a crime ten or more years before the
21 date of application or the date of license renewal, the Board may
22 automatically administer the license, except when the crime is of a felony of
23 the first degree and the victim is a client or patient of the applicant.

24 (c) Any licensee who violates this Section may also be fined not more
25 than one thousand dollars (\$1,000) per violation.

26 (d) The Board shall have the authority to investigate, prosecute, and
27 conduct administrative hearings regarding exempt government employees.

1 (e) The Board may defer action with regard to an impaired licensee
2 who voluntarily signs an agreement, in a form satisfactory to the Board,
3 agreeing not to practice social work and to enter an approved treatment and
4 monitoring program in accordance with this section, provided that this
5 section should not apply to a licensee who has been convicted of, pleads
6 guilty to, or enters a plea of nolo contendere to a felonious act or an offense
7 relating to a controlled substance in a court of law of the United States or
8 any other state, territory, or country or a conviction related to sexual
9 misconduct. A licensee who is physically or mentally impaired due to
10 mental illness or addiction to drugs or alcohol may qualify as an impaired
11 social worker and have disciplinary action deferred and ultimately waived
12 only if the Board is satisfied that such action will not endanger the public
13 and the licensee enters into an agreement with the Board for a treatment and
14 monitoring plan approved by the Board, progresses satisfactorily in such
15 treatment and monitoring program, complies with all terms of the agreement
16 and all other applicable terms of subsection.

17 (f) Failure to enter such agreement or to comply with the terms and
18 make satisfactory progress in the treatment and monitoring program shall
19 disqualify the licensee from the provisions of this section and the Board may
20 activate an immediate investigation and disciplinary proceeding. Upon
21 completion of the rehabilitation program in accordance with the agreement
22 signed by the Board, the licensee may apply for permission to resume the
23 practice of social work upon such conditions as the Board determines
24 necessary.

25 **§ 122327. Prohibited acts; penalties.** No person shall:

26 (a) Use in connection with the person's name any designation tending
27 to imply that the person is a social worker, licensed bachelor social worker,

1 licensed master's social worker, or licensed clinical social worker unless the
2 person is duly licensed and authorized under this Chapter;

3 (b) Represent oneself as a social worker, licensed bachelor social
4 worker, licensed master's social worker, or licensed clinical social worker
5 during the time the person's license issued under this Chapter is forfeited,
6 terminated, suspended, or revoked;

7 (c) Perform clinical diagnosis or psychotherapy unless the person is a
8 licensed clinical social worker; or

9 (d) Engage in autonomous and independent clinical social work
10 practice without being licensed as a licensed clinical social worker.

11 (e) Any person who is in violation of any of the acts pursuant to this
12 Article, shall be subject to a fine of not more than one thousand dollars
13 (\$1,000) and each day's violation shall be deemed a separate offense. The
14 Board shall determine the revocation of any license issued by the Board in
15 consideration of the severity of the violation and severity of the prohibited
16 acts.

17 **§ 122328. Consumer Right of Action.** Any person who suffers
18 damage as a result of a violation of this Article shall be entitled to
19 injunctive relief restraining further violations and may sue to recover
20 damages in any circuit court of the territory and, if successful, shall recover
21 three (3) times the actual damages or one thousand dollars (\$1,000),
22 whichever is lessor. In any action brought under this Act, the prevailing
23 party shall be entitled to the recovery of costs of suits, including reasonable
24 attorney's fees.

25 **§ 122329. Privileged communication.**

26 (a) No social worker shall disclose any information acquired or
27 provided by a client or from persons consulting the social worker in a

1 professional capacity, except that which may be voluntarily disclosed under
2 the following circumstances:

3 (1) In the course of formally reporting, conferring or consulting
4 with administrative superiors, colleagues or consultants who share
5 professional responsibility, in which instance all recipients of such
6 information are similarly bound to regard the communication as privileged;

7 (2) With the written consent of the person who provided the
8 information;

9 (3) In case of death or disability, with the written consent of a
10 personal representative, other person authorized to sue, or the beneficiary of
11 an insurance policy on the person's life, health or physical condition;

12 (4) When a communication reveals the intended commission of a
13 crime or harmful act and such disclosure is judged necessary by the social
14 worker to protect any person from a clear, imminent risk of serious mental
15 or physical harm or injury, or to forestall a serious threat to the public safety;
16 or

17 (5) When the person waives the privilege by bringing any public
18 charges against the licensee.

19 (b) When the person is a minor under the laws of the territory of
20 Guam and the information acquired by the social worker indicates the minor
21 was the victim of or witness to a crime, the social worker may be required to
22 testify in any judicial proceedings in which the commission of that crime is
23 the subject of inquiry and when the court determines that the interests of the
24 minor in having the information held privileged are outweighed by the
25 requirements of justice, the need to protect the public safety or the need to
26 protect the minor.

1 (c) Any person having access to records or anyone who participates in
2 providing social work services or who, in providing any human services, is
3 supervised by a social worker, is similarly bound to regard all information
4 and communications as privileged in accord with the section.

5 (d) Nothing shall be construed to prohibit a social worker from
6 voluntarily testifying in court hearings concerning matters of adoption, child
7 abuse, child neglect or other matters pertaining to children, elderly, and
8 physically and mentally impaired adults, except as prohibited under the
9 applicable state and federal laws.

10 **§ 122330. Creation of Revolving Fund.** There is hereby created the
11 “Social Work Board Revolving Fund” (Fund) within the Health Professional
12 Licensing Office of the Department of Public Health and Social Services
13 specifically for use by the Board. All such revenues from fees and charges
14 authorized and adopted pursuant to this Act, including fines, shall be
15 deposited into the Fund. Such funds shall be appropriated continuously and
16 shall be used by the Board only for administration and enforcement of this
17 Act. All fees and charges shall be set by the Board pursuant to its budget
18 needs and shall comply with 5 GCA, Chapter 9. A designated officer of the
19 Board shall oversee the collection and disbursement of funds. The Office of
20 Public Accountability or its equivalent shall audit the Fund annually with
21 reports to be submitted to *I Maga’lahen Guahan* and the Speaker of *I*
22 *Liheslaturan Guahan*. The fund shall not be subject to any transfer authority
23 by *I Maga’lahen Guahan*.

24 **§ 122331. Standards of Practice/ Code of Conduct.**

25 **Part 1. Standards of Practice.**

1 **Subpart 1. Scope & Applicability.** The standards of practice apply to
2 all applicants and licensees. The use of the term social worker within these
3 standards of practice includes all applicants and licensees.

4 **Subpart 2. Purpose.** The standards of practice constitute the
5 standards by which the professional conduct of an applicant or licensee is
6 measured.

7 **Subpart 3. Violations.** A violation of the standards of practice
8 constitutes unprofessional or unethical conduct and constitutes grounds for
9 disciplinary action or denial of licensure.

10 **Part 2. General Practice Parameters.**

11 **Subpart 1. Client welfare.** Within the context of the specific
12 standards of practice prescribed herein, a social worker shall make
13 reasonable efforts to advance the welfare and best interests of a client.

14 **Subpart 2. Self-determination.** Within the context of the specific
15 standards of practice prescribed herein, a social worker shall respect a
16 client's right to self-determination.

17 **Subpart 3. Nondiscrimination.** A social worker shall not
18 discriminate against a client, student, or supervisee on the basis of age,
19 gender, sexual orientation, race, color, national origin, religion, diagnosis,
20 disability, political affiliation, or social or economic status. If the social
21 worker is unable to offer services because of a concern about potential
22 discrimination against a client, student, or supervisee, the social worker shall
23 make an appropriate and timely referral. When a referral is not possible, the
24 social worker shall obtain supervision or consultation to address the concern.

25 **Subpart 4. Professional Disclosure Statement.**

26 (a) A social worker shall effectively communicate through handout or
27 other means as appropriate for all clients and may display at the social

1 worker's primary place of practice a statement that the client has the right to
2 the following:

3 (1) To expect that the social worker has met the minimal
4 qualifications of education, training, and experience required by the law in
5 that jurisdiction;

6 (2) To examine public records maintained by the Board which
7 contain the social worker's qualifications and credentials;

8 (3) To be given a copy of the standards of practice upon request;

9 (4) To report a complaint about the social worker's practice to the
10 Board;

11 (5) To be informed of the cost of professional services before
12 receiving the services;

13 (6) To privacy as allowed by law, and to be informed of the limits
14 of confidentiality.

15 (b) Limited access to client information. A social worker shall make
16 reasonable efforts to limit access to client information in a social worker's
17 agency to appropriate agency staff whose duties require access.

18 (c) A social worker receiving supervision related to practice shall
19 inform the client that the social worker may be reviewing the client's case
20 with the social worker's supervisor or consultant. Upon request, the social
21 worker shall provide the name of the supervisor and the supervisor's contact
22 information.

23 (d) To be free from being the object of discrimination while receiving
24 social work service.

25 (e) To have access to records as allowed by law.

26 **Part 3. Competence.**

1 **Subpart 1. Continued competence.** A social worker shall take all
2 necessary and reasonable steps to maintain continued competence in the
3 practice of social work.

4 **Subpart 2. Limits on practice.** A social worker shall limit practice
5 only to the competency areas for which the social worker is qualified by
6 licensure and training, experience, or supervised practice.

7 **Subpart 3. Referrals.** A social worker shall make a referral to other
8 professionals when the services required are beyond the social worker's
9 competence.

10 **Subpart 4. Delegation.** A social worker shall not assign, oversee or
11 supervise the performance of a task by another individual when the social
12 worker knows that the other individual is not licensed to perform the task or
13 has not developed the competence to perform such task.

14 **Part 4. Practice Requirements.**

15 **Subpart 1. Assessment or diagnosis.** A social worker shall base
16 services on an assessment or diagnosis. A social worker shall evaluate on an
17 ongoing basis whether the assessment or diagnosis needs to be reviewed or
18 revised.

19 **Subpart 2. Assessment or diagnosis instruments.** A social worker
20 shall follow standard and accepted procedures for deciding when and how to
21 use an assessment or diagnostic instrument. A social worker shall inform a
22 client of its purpose before administering the instrument and, when
23 available, of the results derived there from.

24 **Subpart 3. Plan.** A social worker shall develop a plan for service,
25 which includes goals based on the assessment or diagnosis. A social worker
26 shall evaluate on an ongoing basis whether the plan needs to be reviewed or
27 revised.

1 **Subpart 4. Supervision or consultation.** A social worker shall obtain
2 supervision or engage in consultation when necessary to serve the best
3 interests of a client.

4 **Subpart 5. Informed consent.**

5 (a) Social workers shall provide services to clients only in the context
6 of a professional relationship based, when appropriate, on valid informed
7 consent. Social workers should use clear and understandable language to
8 inform clients of the plan of the services, risks related to the plan, limits to
9 services, relevant costs, reasonable alternatives, client's right to refuse or
10 withdraw consent, and the time frame covered by the consent. Social
11 workers shall provide clients with an opportunity to ask questions.

12 (b) If the client does not have the capacity to provide consent, the
13 social worker shall obtain consent for the services from the client's legal
14 guardian or other authorized representative.

15 (c) If the client, the legal guardian, or other authorized representative
16 does not consent, the social worker shall discuss with the client that a
17 referral to other resources may be in the client's best interests.

18 **Subpart 6. Records.**

19 (a) A social worker shall make and maintain records of services
20 provided to a client. At a minimum, the records shall contain documentation
21 of the assessment or diagnosis; documentation of a plan, documentation of
22 any revision of the assessment or diagnosis or of a plan; any fees charged
23 and other billing information; copies of all client authorization for release of
24 information and any other legal forms pertaining to the client. These records
25 shall be maintained by the licensee or agency employing the licensee under
26 secure conditions and for time periods in compliance with applicable federal

1 or state law, but in no case for fewer than seven years after the last date of
2 service.

3 (b) Where a social worker or social work practice ceases operations as
4 a result of a suspension, retirement or death of the owner, sale or other
5 cause, including insolvency, the licensee, or other individual responsible for
6 supervising the disposition of the practice, shall make every effort to notify
7 the clients of their right to retrieve current records for a period of six (6)
8 months using all of the following methods:

9 (1) Notification in writing to the board;

10 (2) Publication, at least weekly for one month, in a newspaper
11 whose circulation encompasses the major area of a practitioner's former
12 practice, of a notice advising clients of the right to retrieve their records for a
13 six (6) month period; and

14 (3) If applicable, a sign placed at the practice location informing
15 clients of the right and procedures to retrieve their records.

16 (b) Should any client fail to retrieve the records within the six (6)
17 month period and unless otherwise required by law, the responsible party
18 shall arrange the destruction of such documents in a manner to ensure
19 confidentiality.

20 **Subpart 7. Reports.** A social worker shall complete and submit
21 reports as required by law in a timely manner.

22 **Subpart 8. Exploitation.** A social worker shall not exploit in any
23 manner the professional relationship with a client, student, or supervisee for
24 the social worker's emotional, financial, sexual or personal advantage or
25 benefit, nor shall the social worker use the professional relationship with a
26 client, student, or supervisee to further personal, religious, political or
27 business interests.

1 **Subpart 9. Termination of services.** A social worker shall terminate a
2 professional relationship with a client when the client is not likely to benefit
3 from continued services or the services are no longer needed. The social
4 worker who anticipates the termination of services shall give reasonable
5 notice to the client. The social worker shall take reasonable steps to inform
6 the client of the termination of professional relationship. The social worker
7 shall provide referrals as needed or upon the request of the client. A social
8 worker shall not terminate a professional relationship for the purpose of
9 beginning a personal or business relationship with a client.

10 **Part 5. Relationships with Clients and Former Clients.**

11 **Subpart 1. Personal relationships with clients.** A social worker
12 shall not engage in dual relationships with clients that compromise the well-
13 being of the client, impair the objectivity and professional judgment of the
14 social worker or increase the risk of client exploitation. When a social
15 worker may not avoid a personal relationship with a client, the social worker
16 shall take appropriate precautions, such as informed consent, consultation, or
17 supervision to ensure that the social worker’s objectivity and professional
18 judgment are not impaired.

19 **Subpart 2. Personal relationships with former clients.** A social
20 worker may engage in a personal relationship, except as prohibited by Part
21 5, Subpart 4, with a former client, if the former client was notified of the
22 termination of the professional relationship. The social worker shall continue
23 to consider the best interests of the former client, and shall not engage in a
24 personal relationship with a former client if a reasonable social worker
25 would conclude that the former client continues to relate to the social worker
26 in the social worker’s professional capacity.

1 **Subpart 3. Sexual contact with a client.** A social worker shall not
2 engage in or request sexual contact as defined in Part 5, Subpart 5, with a
3 client under any circumstances. A social worker shall not engage in any
4 verbal or physical behavior which a reasonable person would find to be
5 sexually seductive or sexually demeaning. A social worker shall not sexually
6 harass a client.

7 **Subpart 4. Sexual contact with a former client.** A social worker
8 who has provided clinical social work services to a client shall not engage in
9 or request sexual contact as defined in Part 5, Subpart 5, with the former
10 client under any circumstances. A social worker who has provided other
11 social work services to a client shall not engage in or request sexual contact
12 as defined in Part 5, Subpart 5, with the former client at any time if a
13 reasonable social worker would determine that engaging in sexual contact
14 with the client would be exploitative, abusive, or detrimental to the client's
15 welfare. It is the responsibility of the social worker to assume the full burden
16 of demonstrating that the former client has not been exploited or abused
17 either intentionally or unintentionally.

18 **Subpart 5. Sexual contact defined.** Sexual contact includes but is not
19 limited to sexual intercourse, either genital or anal, cunnilingus, fellatio, or
20 the handling of the breasts, genital areas, buttocks, or thighs, whether
21 clothed or unclothed, by either the social worker or the client.

22 **Subpart 6. Business relationship with a client.** A social worker shall
23 not engage in any type of a business relationship with a client. Business
24 relationships do not include purchases made by the social worker from the
25 client when the client is providing necessary goods or services to the general
26 public, and the social worker determines that it is not possible or reasonable
27 to obtain the necessary goods or services from another provider.

1 **Subpart 7. Business relationship with a former client.** A social
2 worker may engage in a business relationship with a former client, if the
3 former client was notified of the termination of the professional relationship.
4 The social worker shall continue to consider the best interests of the former
5 client, and shall not engage in a business relationship with a former client if
6 a reasonable social worker would conclude that the former client continues
7 to relate to the social worker in the social worker’s professional capacity.

8 **Subpart 8. Prior Personal or Business Relationships.** A social
9 worker may engage in a professional relationship with an individual with
10 whom the social worker had a previous personal or business relationship
11 only if a reasonable social worker would conclude that the social worker’s
12 objectivity and professional judgment will not be impaired by reason of the
13 previous personal or business relationship.

14 **Subpart 9. Social worker responsibility.** A social worker shall be
15 solely responsible for acting appropriately in regard to relationships with
16 clients or former clients. A client or a former client’s initiation of a personal,
17 sexual, or business relationship shall not be a defense by the social worker
18 for a violation of Part 5, Subparts 1 through 8.

19 **Subpart 10. Others.** Part 5, Subparts 1 through 9 also apply to a social
20 worker’s relationship with students, supervisees, employees of the social
21 worker, family members or significant others of a client.

22 **Part 6. Client Confidentiality.**

23 **Subpart 1. General.** A social worker shall protect all information
24 provided by or obtained about a client. “Client information” includes the
25 social worker’s personal knowledge of the client and client records. Except
26 as provided herein, client information may be disclosed or released only
27 with the client’s written informed consent. The written informed consent

1 shall explain to whom the client information will be disclosed or released
2 and the purpose and time frame for the release of information.

3 **Subpart 2. Release of client information without written consent.**

4 A social worker shall disclose client information without the client's written
5 consent only under the following circumstances:

6 (a) Where mandated by federal or state law, including mandatory
7 reporting laws, requiring release of client information;

8 (b) The social worker determines that there is a clear and imminent
9 risk that the client will inflict serious harm on either the client or another
10 identified individual. The social worker shall release only the information
11 that is necessary to avoid the infliction of serious harm. The social worker
12 may release this information to the appropriate authorities and the potential
13 victim;

14 (c) The Board duly issues a valid subpoena to the social worker, as
15 permitted by law.

16 **Subpart 3. Release of client records without written consent.** A
17 social worker shall release client records without the client's written consent
18 under the following circumstances:

19 (a) A client's authorized representative consents in writing to the
20 release;

21 (b) As mandated by federal or jurisdiction law requiring release of the
22 records;

23 (c) The Board duly issues a valid subpoena for the records, as
24 permitted by law.

25 **Subpart 4. Limits of confidentiality.** The social worker shall inform
26 the client of the limits of confidentiality as provided under applicable law.

1 **Subpart 5. Minor clients.** In addition to the general directive in Part
2 6, Subpart 4, a social worker must inform a minor client, at the beginning of
3 a professional relationship, of any laws which impose a limit on the right of
4 privacy of a minor.

5 **Subpart 6. Third party billing.** A social worker shall provide client
6 information to a third party for the purpose of payment for services rendered
7 only with the client's written informed consent. The social worker shall
8 inform the client of the nature of the client information to be disclosed or
9 released to the third party payor.

10 **Subpart 7. Client information to remain private.** A social worker
11 shall continue to maintain confidentiality of client information upon
12 termination of the professional relationship including upon the death of the
13 client, except as provided under applicable law.

14 **Subpart 8. Recording/Observation.** A social worker shall obtain the
15 client's written informed consent before the taping or recording of a session
16 or a meeting with the client, or before a third party is allowed to observe the
17 session or meeting. The written informed consent shall explain to the client
18 the purpose of the taping or recording and how the taping or recording will
19 be used, how it will be stored and when it will be destroyed.

20 **Part 7. Conduct.**

21 **Subpart 1. Impairment.** A social worker shall not practice while
22 impaired by medication, alcohol, drugs, or other chemicals. A social worker
23 shall not practice under a mental or physical condition that impairs the
24 ability to safely practice.

25 **Subpart 2. Giving drugs to a client.** Unless permissible by state law,
26 a social worker shall not offer medication or controlled substances to a
27 client, or accept these substances from a client for personal use or gain. The

1 social worker may accept medication or controlled substances from a client
2 for purposes of disposal or to monitor use. Under no circumstances shall a
3 social worker offer alcoholic beverages to a client or accept such from a
4 client.

5 **Subpart 3. Investigation.** A social worker shall comply with and not
6 interfere with Board investigations.

7 **Part 8. Representation to the Public. Advertising.**

8 **Subpart 1. Required use of license designation.** A social worker shall use
9 the license designation of LBSW, LMSW, LCSW, which corresponds to the
10 social worker's license, after the social worker's name in all written
11 communications related to social work practice, including any advertising,
12 correspondence, and entries to client records.

13 **Subpart 2. Information to clients or potential clients.** A social
14 worker shall provide accurate and factual information concerning the social
15 worker's credentials, education, training, and experience upon request from
16 a client or potential client. A social worker shall not misrepresent directly or
17 by implication the social worker's license level, degree, professional
18 certifications, affiliations, or other professional qualifications in any oral or
19 written communication or permit or continue to permit any
20 misrepresentations by others. A social worker shall not misrepresent,
21 directly or by implication, affiliations, purposes, and characteristics of
22 institutions and organizations with which the social worker is associated.

23 **Subpart 3. Licensure status.** Licensure status shall not be used as a
24 claim, promise, or guarantee of successful service, nor shall the license be
25 used to imply that the licensee has competence in another service. Public
26 statements or advertisements may describe fees, professional qualifications,

1 and services provided, but they may not advertise services as to their quality
2 or uniqueness and may not contain testimonials by quotation or implication.

3 **Subpart 4. Display of license.** A social worker shall conspicuously
4 display a current license issued by the Board at the social worker's primary
5 place of practice.

6 **Part 9. Fees and Billing Practices.**

7 **Subpart 1. Fees and payments.** A social worker who provides a
8 service for a fee shall inform a client of the fee at the initial session or
9 meeting with the client. Payment must be arranged at the beginning of the
10 professional relationship, and the payment arrangement must be provided to
11 a client in writing. A social worker shall provide, upon request from a client,
12 a client's legal guardian, or other authorized representative, a written
13 explanation of the charges for any services rendered.

14 **Subpart 2. Necessary services.** A social worker shall bill only for
15 services, which have been provided. A social worker shall provide only
16 services, which are necessary.

17 **Subpart 3. Bartering.** A social worker may not accept goods or
18 services from the client or a third party in exchange for the social worker's
19 services, except when such arrangement is initiated by the client and is an
20 accepted practice in the social worker's community or within the client's
21 culture. It is the responsibility of the social worker to assume the full burden
22 of demonstrating that this arrangement will not be detrimental or
23 exploitative to the client or the professional relationship.

24 **Subpart 4. No payment for referrals.** A social worker shall neither
25 accept nor give a commission, rebate, fee split, or other form of
26 remuneration for the referral of a client.

27 **Part 10. Research.**

1 **Subpart 1. Informed consent.** When undertaking research activities,
2 the social worker shall abide by accepted protocols for protection of human
3 subjects. A social worker must obtain a client’s or a client’s legal guardian’s
4 written informed consent for the client to participate in a study or research
5 project and explain in writing the purpose of the study or research as well as
6 the activities to be undertaken by the client should the client agree to
7 participate in the study or research project. The social worker must inform
8 the client of the client’s right to withdraw from the project at any time.”

9 **Section 2. Effective Date.** This Act shall become effective one (1)
10 year after enactment.

11 **Section 3. Severability.** If any provision of this Law or its
12 application to any person or circumstances is found to be invalid or contrary
13 to law, such invalidity shall not affect other provisions or applications of this
14 Law which can be given effect without the invalid provisions or application,
15 and to this end the provisions of this Law are severable.