

1976 WL 30535 (S.C.A.G.)  
Office of the Attorney General  
State of South Carolina  
September 3, 1976

\*1 Dr. William Rothstein  
Chairman  
Board of Examiners in Psychology  
Social Problems Research Institute  
University of South Carolina  
Columbia, South Carolina 29208

Dear Dr. Rothstein:

You have requested an opinion from this Office as to whether or not the South Carolina Board of Examiners in Psychology (Board) can presently require participation in a program of continuing education as one requisite to maintaining a license as a psychologist. In my opinion, it cannot.

Section 56-1543.108, CODE OF LAWS OF SOUTH CAROLINA, 1962, as amended (Cum. Supp.), sets forth the requirements for obtaining a license as a psychologist, Section 56-1543.113 specifies the grounds for refusal, suspension or revocation of a license as a psychologist and Section 56-1543.116 requires only the biennial payment of a ten dollar registration fee in order to maintain a license as a psychologist. Nowhere in those Code sections, nor in any other provisions of Chapter 27.1 of Title 56, is the Board given the authority to require participation in a continuing education program in order for an individual to obtain, maintain or renew a license as a psychologist. Until and unless the provisions of Chapter 27.1 of Title 56 are amended so as to vest the Board with such authority, it cannot make participation in or completion of a continuing education program as requisite to obtaining, maintaining or renewing a license as a psychologist.

With kind regards,

Karen LeCraft Henderson  
Assistant Attorney General

#### ATTACHMENT

##### THE STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ARCHITECT

THIS AGREEMENT made this 3rd day of September in the year Nineteen Hundred and Seventy-six BY AND BETWEEN THE SOUTH CAROLINA STATE HOUSING AUTHORITY, Columbia, South Carolina, hereinafter called the Client, and CARLISLE & LOVE, ARCHITECTS, hereinafter called the Architect

WITNESSETH, that whereas the Client intends to sponsor and cause to be constructed several multi-family and/or elderly housing developments in conjunction with the Farmers Home Administration Section 515/HUD Section 8 program in the Piedmont Area of the State, hereinafter called the Project, \_\_\_\_\_

NOW, THEREFORE, the Client and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect—client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled 'Standards of Architectural Service', dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.

ARTICLE 2. The Architect agrees to provide applicable services as outlined in the above mentioned publication.

ARTICLE 3. The Client agrees to pay the Architect for his services in accordance with applicable conditions set forth in the above-mentioned publication as follows:

\*2 3.1 For his Basic Services compensation in an amount as approved by the mortgagee and in no instance greater than 4 ½% for design and 1% for inspection services. It is agreed that this contract and fees for services rendered in connection are contingent on the availability of funds from the mortgagee.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

**Client S.C. STATE HOUSING AUTHORITY**

By L. Steve Mayfield

**Architect CARLISLE & LOVE, ARCHITECTS**

By Harry Love

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