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Charleston, WV 25326-1588  
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Writer's Contact Information

Kurt.Dettinger@Steptoe-johnson.com  
304-353-8152



December 1, 2024

West Virginia School of Osteopathic Medicine  
James W. Nemitz, Ph.D., President  
400 Lee Street North  
Lewisburg, WV 24901

Re: Representation by S & J Capitol Concepts, LLC

Dear President Nemitz:

Thank you for selecting S & J Capitol Concepts, LLC to represent your institution regarding Government Relations in West Virginia. This letter ("Engagement Letter"), when returned to our office, will constitute the written fee agreement ("Agreement") with our firm for the matter addressed.

### 1. IDENTITY OF CLIENT

For the purpose of this representation, we understand that our client is the **West Virginia School of Osteopathic Medicine** ("Client").

### 2. SCOPE OF WORK

S & J Capitol Concepts, LLC will provide the following government relations services to Client in West Virginia during the term of this Agreement, which shall commence on January 1, 2025, and shall terminate on December 31, 2027 (the "Term"):

1. Lobby for or against legislative initiatives to be identified and designated by Client related to funding and budgetary matters affecting Client and/or operational matters affecting the education of students on Client's campus ("Matters of Interest to Client").

2. Arrange meetings with policymakers on Matters of Interest to Client.
3. Participate in regular conference calls with Client during the 60-day Regular Session to update Client on Matters of Interest to Client.
4. Participate in monthly conference call with Client outside of the 60-day Regular Session to update Client on Matters of Interest to Client.
5. Respond to designated Client officials requesting information on any of the above matters.
6. Such other activities as agreed to by the parties and which may be attached as an Attachment to this Letter of Engagement.

### **3. MINIMUM FEE/DEPOSIT**

During the Term, Client agrees to pay S & J Capitol Concepts, LLC the fee of \$78,000 per calendar year, payable in twelve (12) equal monthly installments as set forth in the table below (the "Fee"):

[Remainder of This Page Intentionally Left Blank]

<u>2025</u>	<u>Amount (\$USD)</u>	<u>2025</u>	<u>Amount (\$USD)</u>
January 31	\$6,500	July 31	\$6,500
February 28	\$6,500	August 31	\$6,500
March 31	\$6,500	September 30	\$6,500
April 30	\$6,500	October 31	\$6,500
May 31	\$6,500	November 30	\$6,500
June 30	\$6,500	December 31	\$6,500
		<b>Total</b>	\$78,000.00
<u>2026</u>	<u>Amount (\$USD)</u>	<u>2026</u>	<u>Amount (\$USD)</u>
January 31	\$6,500	July 31	\$6,500
February 28	\$6,500	August 31	\$6,500
March 31	\$6,500	September 30	\$6,500
April 30	\$6,500	October 31	\$6,500
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June 30	\$6,500	December 31	\$6,500
		<b>Total</b>	\$78,000.00
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June 30	\$6,500	December 31	\$6,500
		<b>Total</b>	\$78,000.00

The Fee set forth above is exclusive of Client-approved expenses, for which Client will reimburse S & J Capitol Concepts, LLC at the usual and customary rates, if such expenses are approved in writing by Client prior to being incurred by S & J Capitol Concepts, LLC.

#### **4. STAFFING**

The S & J Capitol Concepts team of Kurt Dettinger and Gil White will be primarily responsible for the work we will perform for you. We may utilize the services of other professionals to effectively and efficiently handle your work and to meet time deadlines.

Some, if not all, of the services enumerated above may be performed by professionals who are not attorneys and who are not subject to the Rules of Professional Conduct governing lawyers, and, such individuals, will not be providing any legal services to Client. Furthermore, the engagement of S & J Capitol Concepts, LLC to perform the Services does not constitute an engagement for legal services. Any legal services requested by Client will be the subject of a separate engagement letter or agreement with Steptoe & Johnson PLLC.

S & J Capitol Concepts, LLC agrees to notify Client of any conflicts of interest that may arise under any part of this Agreement and to work with Client toward a mutually satisfactory resolution. As of the date of this Agreement, the firm discloses that it presently provides government relations services to other clients and is likely to do so for other clients as yet undetermined.

Our government relations professionals are registered lobbyists and will make any required filings consistent with the services rendered under this Agreement. If necessary, Client personnel will be responsible for registering and making any filings with the appropriate state reporting authorities.

In rendering services under this Agreement, S & J Capitol Concepts, LLC is not obligated to introduce its government or other business contacts to, arrange meetings with, or share information of a confidential or proprietary nature to the firm or its professionals with other competitor law or governmental affairs firms, lobbyists, consultants or their members, employees, agents, or contractors.

S & J Capitol Concepts, LLC will not represent itself to members of the news media as a spokesperson for Client and will refer media inquiries requiring attribution to the appropriate Client personnel.

#### **5. DISCLAIMER OF GUARANTEE**

Nothing in this Agreement and nothing in our reports or statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the expected outcome of the Matters of Interest to Client are expressions of our opinion only as of the time they are made based on the presently known facts and circumstances.

## 6. DISCLOSURE OF REPRESENTATION

From time to time, it is useful for us to advise prospective clients of the identity of other clients for whom we have been asked to perform government relations services. In addition to helping potential clients to evaluate the potential for our firm to serve their needs, such disclosures also help us make early determinations of potential conflicts. S & J Capitol Concepts, LLC reserves the right to include the fact of our representation of you in such disclosures. In no case do we disclose any details of any work that we perform for any client in our disclosures.

## 7. EFFECTIVE DATE

The effective date of this Agreement will be January 1, 2025, without regard to the date of mutual execution of this Agreement.

We look forward to working with you. If these terms are acceptable to you, please sign the enclosed duplicate original of this letter and return it to me. If you have any questions about this letter or our representation, please call or write me.

Very truly yours,  
S & J Capitol Concepts, LLC

By:   
G. Kurt Dettinger

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
West Virginia School of Osteopathic Medicine

By: \_\_\_\_\_

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President Nemitz, Ph.D.  
West Virginia School of Osteopathic Medicine  
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Very truly yours,  
S & J Capitol Concepts, LLC

By: \_\_\_\_\_  
G. Kurt Dettinger

Agreed to this 16<sup>th</sup> day of December, 2024

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West Virginia School of Osteopathic Medicine

By: James W. Nemitz

Return this completed form and all attachments to:  
**WV Ethics Commission**  
210 Brooks Street, Ste 300  
Charleston, WV 25301  
Phone: (304) 558-0664  
Or to:  
[kateland.j.cantrell@wv.gov](mailto:kateland.j.cantrell@wv.gov)

## Disclosure of Lobbying Contracts by State Agencies, Municipalities, Counties, and School Districts



Beginning on July 1, 2022, pursuant to [W. Va. Code § 6B-3-10](#), every state agency, municipality, county, and school district in West Virginia that contracts for lobbying services shall disclose, and when applicable provide copies of, the information requested below to the West Virginia Ethics Commission. If you have questions about completing this form, please contact the Ethics Commission at (304) 558-0664 or email [ethics@wv.gov](mailto:ethics@wv.gov).

This is a public document that will be made available to the public. Please do not include (or redact) confidential information.

### State Agency, Municipality, County, or School District with Lobbying Contract(s)

- ▶ Governmental Agency Submitting Form \_\_\_\_\_
- ▶ Address \_\_\_\_\_
- ▶ Name of Authorized Representative \_\_\_\_\_

### 1. Contract Details

- ▶ Name of party(ies) to the Contract providing Lobbying Services \_\_\_\_\_
- ▶ Effective Date of Contract and Any Applicable Extension Dates \_\_\_\_\_
- ▶ Duration of Contract \_\_\_\_\_
- ▶ Payment and Reimbursement Terms of Contract \_\_\_\_\_

### 2. Copy of Contract for Lobbying Services

- ▶ Copy of Contract for Lobbying Services Attached \_\_\_\_\_ Yes \_\_\_\_\_ No

### 3. Costs for Lobbying Services

► For the period July 1 to June 30 of the preceding year, list all costs to be paid or reimbursed, or already paid or reimbursed, for lobbying services associated with or related to the contract for lobbying services, **including itemized** expenses such as dinners, meals, or events (attach additional pages if needed).

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### 4. Identities of Individuals or Entities

► For the period July 1 to June 30 of the preceding year, list the identities of any individuals or entities (if any) engaging in activities pursuant to the contract for lobbying services that may require the individual or entity to register as a lobbyist (per [W. Va. Code § 6B-3-1](#)). (Do not list lobbyists or lobbying firms if they are already disclosed in question no. 1.)

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On July 1, 2023, and on July 1 of each year thereafter, every state agency, municipality, county, and school district in the state that has contracted for lobbying services in the preceding year shall report to the Ethics Commission. [W. Va. Code § 6B-3-10](#)