

Farm Analyst Program

Kansas Agricultural Mediation Service

Fee Structure

Fees as related to KAMS Clients which are designated as “Family” Mediation Cases

- Actual costs to include a minimum base fee of \$450 plus mileage at the prevailing rate set by the state of Kansas for farm analyst assistance during face to face mediations. (all costs of the Farm Analysts facilitation must be reimbursed to the University by the participating family)
- Finpack analysis fees for “Family” mediation cases are to be treated the same as regular farm analyst client cases..

Fees as related to KAMS clients who are “Debtor Creditor” Mediation Cases

- \$100 base fee for Finpack analysis or general consultation
- The \$100 fee will be collected only once for KAMS Clients
- Farm Analyst assistance during face to face mediation for a KAMS debtor creditor client or consultations with Kansas Legal Services Attorney’s will be included with the Analyst efforts on behalf of the Client.

Fees as related to Farm Analyst Client cases:

- Minimum \$450 base fee for Finpack analysis based upon 12 hours of time spent by the analyst plus mileage roundtrip at the prevailing rate of reimbursement as set by the university. (no discount if analysis takes less than 12 hours)
- Base fees must cover time spent over the phone and/or by email in support of the client

Consultations with lending agencies.

- Consultations with lenders by phone and /or email will be treated the same as a consultation with the client
- Consultations in person with Farm Credit, local banks and FSA will be treated as additional days of analysis/consultation and incur charges as previously outlined.

Discretionary Judgment.

- The farm analyst has limited discretionary judgment when computing fees
- The guidelines outlined above must be followed consistently
- In the event an Analyst is working with a client within their county/district the fees may be waived in consideration of the agents work on behalf of their home county/district.
- Where the fee is clearly a hardship upon the client the farm analyst must consult with the Farm Analyst program director or the director of KAMS to determine if resources exist to allow deviation from the fees outlined.

Additional Procedures:

- Cancelled checks serve as the clients receipt
- Remittances from **Farm Analyst** clients are to be made out to **KSU Extension** and deposited into an account to specifically track these receipts separately from other fees collected.
- Remittances from **KAMS** clients are to be made out to **Kansas State University** and deposited into an account separately from other receipts the analysts collect.
- Clients are discouraged from paying in cash
- When cash is provided the farm analyst will immediately obtain a cashiers check and add the cashiers check fee (if any) to the amount charged to the client
- Clients will be told by the farm analyst prior to the initial visit what fees will and may be incurred.
- Verbal commitment by the client to pay the fees at the time of service is required before actual appointments may be scheduled.
- Fees are to be collected on the day of service
- Failure of the client to pay the fee will constitute a breach of contract entered into between the family and the analyst
- In the event of failure to pay the fee as agreed, analyst services will cease and all information previously analyzed will be withheld from the client until fees are paid to date.
- Checks returned for insufficient funds will be turned over to collections by the university.
- **If the client decides to file bankruptcy, all services by the farm analyst immediately cease. No further analysis will be provided including consultations with attorneys representing said clients.**
- Farm Analysts **will not** agree to provide expert witness testimony on behalf of clients. In the event a subpoena is issued the analyst will immediately consult with the farm analyst program director.