

# New Citizens Managed Repair Program *Survival Tactics for PA's & Water Mit Contractors*



# Seminar/Workshop July 6, 2017

July 6, 2017 11:30 to 1:00 PM at Payless Janitorial  
Seminar/Workshop on Citizens Managed Repair Program  
Survival Tactics



**Address:** 1341 SW 21st Terrace Ft. Lauderdale, FL 33312

**Phone:** 954-533-6613

**RESERVATIONS REQUIRED**

# Speakers



**HARVEY COHEN**  
**Cohen and Grossman**



**GARY ROSEN, PH.D.**  
**Certified Mold Free Corp.**



**Bob Cook**  
**Sterling Property Inspections**

# Citizens Managed Repair

## Citizens unveils managed repair network on July 1

**Ron Hurtibise** **Contact Reporter** Sun Sentinel May 24, 2017

Effective July 1, new and renewing Citizens policies will include language providing customers with access to Citizens' network of approved repair contractors.

Under its new "Managed Repair Contractor Network Program," Citizens will provide a contractor to perform repairs "at our option and with your consent," the new policy language states.

**.... if they [homeowners] choose not to participate, Citizens has the right to repair the damaged property anyway "in lieu of payment and at our option."**

**That last phrase, "in lieu of payment and at our option," will be added to Citizens homeowner policies in conjunction with the roll out of the new managed repair program....**

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# Citizens Managed Repair Program

<https://www.citizensfla.com/documents/20702/4704144/20170615+03A+Managed+Repair+Program.pdf/6dd7dfff-7478-4b12-b412-7e197463727b>

## Managed Repair Program

Claims Committee  
June 15, 2017



# Citizens Managed Repair Program

## Managed Repair Program (MRP)

- Managed Repair Program has two components
  - Mitigation Services
    - Emergency water extraction and drying
  - Managed Repair to return the dwelling to the pre-loss condition (Permanent Repairs)

<https://www.citizensfla.com/documents/20702/4704144/20170615+03A+Managed+Repair+Program.pdf/6dd7dfff-7478-4b12-b412-7e197463727b>



# Separate and Distinct

- “Mitigation” = In-Place Drying.
- This is distinct from “Permanent Repairs” which would involve drywall, baseboard, cabinet removal. And I assume carpet and pad removal.
- All as defined by Citizens MRP.

# Citizens Managed Repair Program

## Mitigation Services Goal

- Service that will be available to every insured with a HO3 or DP3 policy during the First Notice of Loss (FNOL) based on Non Weather Water losses
- Citizens will provide mitigation services up to \$3,000 or 1% of the Coverage A limit, until coverage is determined
  - Vendor must seek Adjuster approval prior to exceeding these limits
- Mitigation services are considered a Service offered by Citizens and will be coded as an Expense to the claim file
- Policy deductible does not apply as this is being provided as a service
- Product has created a new endorsement that details Mitigation Services

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# No Deductible. Mitigation is FREE

- Citizens no longer has a deductible for water damage mitigation services.
- No deductible even if no coverage.
- Water damage mitigation service as Citizens defines it is **In-Place Drying**.

# Citizens FREE Mitigation

- In-Place Drying was introduced in IICRC S500-2006 (3<sup>rd</sup> Edition) but has now been discredited and is not part of ANSI/IICRC S500-2015 (4<sup>th</sup> Edition).
- In-Place Drying is no longer ANSI. S500-2006 had ANSI approval removed.
- Yet the discredited In-Place Drying is what the Citizens Free Mitigation program is all about.

# **In-Place Drying NOT Part of Industry Standard of Care**

**In-Place Drying is NO LONGER Part of the Industry Standard of Care.**

**Citizens FREE Mitigation program is NOT ANSI/IICRC S500-2015 compliant.**

**Not part of the Industry Standard of Care.  
NOT IN ANY WAY!**

# We've Written Extensively on Changes in S500-2015

## Comparing S500-2006 to S500-2015 The End of In-Place Drying & Illegal Biocide Use

By Gary Rosen, Ph.D.  
State Licensed: Mold Assessor; Mold Remediator; &  
State Licensed Building Contractor;  
Certified Hygienist; Ph.D. Biochemistry UCLA

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# We've Written Extensively on Changes in S500-2015

## ANSI/IICRC S500-2015 and the End of In-Place Carpet & Pad Drying

By Gary Rosen, Ph.D.

State Licensed: Mold Assessor; Mold Remediator; &  
State Licensed Building Contractor; Independent Adjuster;  
Ph.D. Biochemistry UCLA

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Hot Topics Seminar at Payless Janitorial Ft. Lauderdale, FL 954-533-6613

# We've Written Extensively on Changes in S500-2015

**Short History of S500/S520 in  
the Insurance Industry**

**Why Everything is So  
Screwed Up!**

**By Gary Rosen, Ph.D.**

**State Licensed: Mold Assessor; Mold Remediator; &  
State Licensed Building Contractor;  
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# Published in IICRC Journal Aug 2016 by Ken Larsen



## Unintended Consequences: In-Place Drying and the ANSI/IICRC S500

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>> by Ken Larsen, CR, WLS, CSDS

**Ken Larsen, CR, WLS, CSDS** is the Director of Education for Restoration Leadership Institute (RLI); an IICRC approved School. He is an IICRC-Approved Instructor with more than 38 years of experience in the structural restorative drying industry and is the author of the 530-page hard cover book, *Leadership in Restorative Drying – Gold Edition; ISBN: 978-1-4575-2901-6*.

# Published in IICRC Journal Aug 2016 by Ken Larsen

- THE JOURNAL OF CLEANING, RESTORATION AND INSPECTION Aug 2016, Page 34:
- “The absence of in-place drying from the standard [S500-2015] means it carries no more weight than the person who wishes the replacement of the structure in its entirety since they insist it “cannot be acceptably dried.”





# Published in IICRC Journal Aug 2016 by Ken Larsen

- THE JOURNAL OF CLEANING, RESTORATION AND INSPECTION Aug 2016, Page 34:
- “Because the ANSI/IICRC S500-2015 neither mentions nor describes the in place drying process, contractors will now be obligated to defend the merits of the process. The ANSI/IICRC S500-2015 will not do it for them.”
- *“This is the elephant in the room.”*



# Citizens Managed Repair Program

## MRP Eligible Claims

- Claims that are eligible for MRP will receive estimates generated by a General Contractor
  - Mitigation Services Estimates
  - Managed Repair Estimates
- Estimates will be reviewed and approved/rejected during the desk adjustment process

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# Repair Estimate

- Citizen's vendors will prepare estimates based on their defined scope of work if the loss is considered a covered loss and if determined to be covered by MRP.
- Inside adjusters will determine how much Citizens will pay.
- There is no discussion as to what guidelines are used to make such determinations.
- No reference to ANSI/IICRC S500-2015.

# If Insured Does Not Accept Mitigation Services

## Application of the Program (continued)

- FNOL received with Non Weather Water Cause of Loss for Mitigation Services
  - Insured does not accept Mitigation Services
    - Claim is referred to Contractor Connection and a dedicated claims team
      - The General Contractor will visit the property to develop a scope and estimate of the damages
      - Claims team will review and determine if eligible for Managed Repair and will discuss with the insured

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# If Insured Does Not Accept Mitigation Services

- My assumption is that if insured does not accept Citizens mitigation services, Citizens will attempt to deny or limit coverage for Repair efforts.
- But nothing clear here.
- Attorneys will be very busy!

# When Insured Claims Mitigation Damages

## Application of the Program (continued)

- Adjuster reviews mitigation invoice and refers to Water Mitigation Expert Review if Insured is claiming mitigation damages
  - Claim is paid based on review
  - \$3,000 or 1% of Coverage A considered
  - Temporary versus permanent repairs considered

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# Who Is This Water Damage Mitigation Expert

- When Insured is claiming “mitigation damages” Citizens refers to something called “Water Mitigation Expert Review”.
- What this is and what makes something or someone an expert according to Citizens is not known.
- But if I had to guess, they would only actually be experts in cost cutting.

# Ineligible for MRP. Carrier Pays

## Application of the Program (continued)

- FNOL received with Non Weather Water Cause of Loss (COL) for Managed Repair (mitigation is not needed or the claim has been reported four or more days after the COL)
  - Insured notified that claim is being assigned to a General Contractor and to a dedicated claims team (Not a MRP claim at this point, but following the MRP workflow)
    - General Contractor prepares a scope and estimate
    - Claims team reviews scope and estimate to determine if eligible for MRP
      - Eligible: Repairs completed and vendor paid direct
      - Ineligible: Claim is paid to the insured based on the claim teams assessment of the contractor estimate

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# Ineligible for MRP

- What makes a claim Ineligible?
- For sure ... mold present. Contractor Connection **cannot** do MRP work if there is mold.
- Water Mit Contractors: Find mold. End MRP program.
- But what about not being able to comply with a scope of work (protocol) based on ANSI/IICRC S500-2015 provided by an independent “expert” employed by the Insured?

# Ineligible for MRP

- They talk about Ineligible for MRP but they say that the estimate generated by their Contractor will be used as a basis for payment.
- What if their contractor does not generate the estimate based on S500?
- What if there is mold and mold remediation must be performed as part of the repair?
- Lots of lawsuits here!

# Contractor Submission

## Claims Workflow (continued)

- Claim Owner Review – Contractor Submission
  - Contractor has 72 hours from the date of inspection to submit documents
    - Estimates
    - Diagrams
    - Photos
    - Notes
    - Subcontractor bids

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# Contractor Submission

- What are the qualifications of the person doing the Assessment for the Citizens MRP program?
- Do they perform an inspection as required by and based on ANSI/IICRC S500-2015 which must be an intrusive inspection?
- Or have they simply been IICRC Certified some time in the past 20 years and paid their yearly IICRC fees to stay “certified”?
- See next page regarding S500-2015 Inspection procedures...

# Moisture Inspection Must Find ALL Moisture per S500-2015

## 10.6.8 Performing the Initial Moisture Inspection

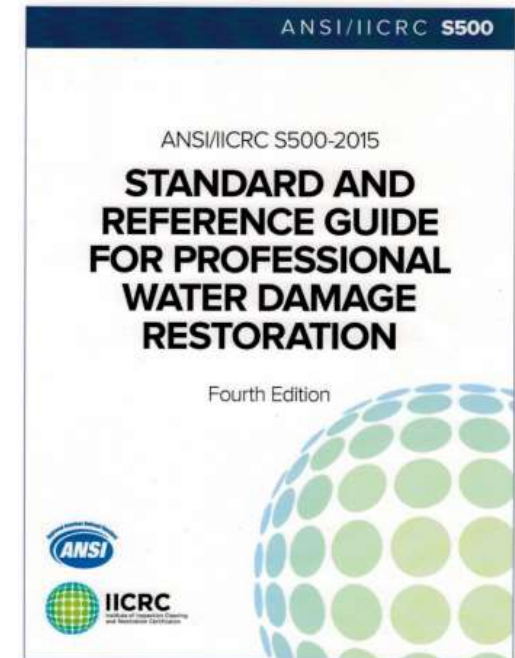
An initial moisture inspection should be conducted to identify the full extent of water intrusion, including the identification of affected assemblies, building materials, and the edge of water migration. Normally, this process begins at the source of water intrusion. Water migration can then be traced across and beneath carpeted surfaces with a moisture sensor. Hard surfaces such as wood flooring, gypsum wallboard, resilient flooring and plaster should be inspected. This can initially be accomplished using a non-invasive (non-penetrating) moisture meter. Thermal imaging cameras can be used to help identify areas of potential migration followed by appropriate moisture detection instruments, especially on projects with complex or multiple areas of water intrusion.

The initial inspection should continue in all directions from the source of water intrusion until the restorer identifies and documents the extent of migration. As affected assemblies are discovered, the restorer should identify and document the building materials that comprise the assembly and the impact of the water on each material. In some cases limitations and complexities (refer to Chapter 11 *Limitations, Complications, Complexities and Conflicts*) can hinder the identification of materials and assemblies. Identification of building materials within an assembly can be accomplished through several methods (e.g., building drawings, existing access openings, inspection holes, partial disassembly, invasive moisture meters). The extent of moisture migration should be documented using one or more appropriate methods including at a minimum a moisture map (i.e., a diagram of the structure indicating the areas affected by migrating water).

# Assessments and Protocol Development

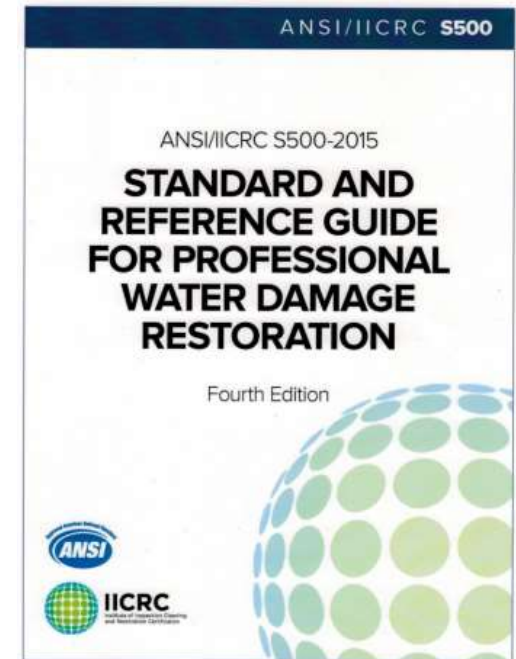
# Homeowner Rights

- Homeowners [should] have the right to have an **Independent Inspector Assess the extent of the water damage based on S500-2015** and;
- **Provide a water damage protocol** based on this Industry Standard of Care **BEFORE Mitigation** and/or **BEFORE** the Carrier's MRP work.
- (Of course attorneys will need to have the courts take up this issue ASAP.)



# Assessments Required

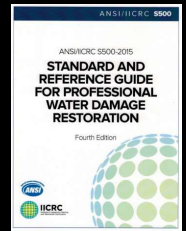
- Such Assessments are **REQUIRED** under the Standard & Reference Guide for Professional Water Damage Restoration (ANSI/IICRC S500-2015.)
- The Mitigation and/or MRP contractor needs to be provided with this Assessment/Protocol (set of procedures based on accepted Standard of Care for Professional Water Mitigation Contractors).







# ANSI/IICRC S500 Scope



Institute of Inspection, Cleaning and Restoration Certification

**ANSI/IICRC S500: 2015**

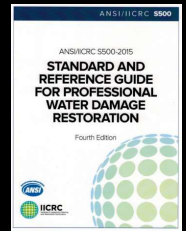
## **A Scope, Purpose and Application**

### **A.1 Scope**

This Standard describes the procedures to be followed and the precautions to be taken when performing water damage restoration in residential, commercial and institutional buildings, and the systems and personal property contained within those structures.



# ANSI/IICRC S500 Purpose

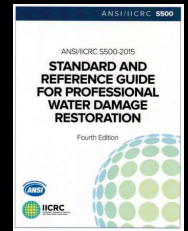


## A.2 Purpose

It is the purpose of this Standard to define criteria and methodology used by the restorer for inspecting and investigating water damage and associated contamination, and for establishing water damage restoration work plans and procedures.



# ANSI/IICRC S500 Restoration Components



Water damage restoration consists of the following components for which procedures are described in this Standard:

- Principles of Water Damage Restoration
- Microbiology of Water Damage
- Health Effects from Exposure to Microbial Contamination in Water-Damaged Buildings
- Building and Material Science
- Psychrometry and Drying Technology
- Equipment, Instruments, and Tools
- Antimicrobial (biocide) Technology
- Safety and Health
- Administrative Procedures, Project Documentation and Risk Management
- Inspections, Preliminary Determinations and Pre-Restoration Evaluations
- Limitations, Complications, Complexities and Conflicts
- Specialized Experts
- Structural Restoration
- Heating, Ventilating and Air Conditioning (HVAC) Restoration
- Contents Evaluation, Restoration and Remediation
- Large or Catastrophic Restoration Projects
- Materials and Assemblies

# Industry Standard of Care

**Homeowners should not make the mistake of allowing Citizens Mitigation Contractor or MRP Contractor perform initial Dry-Out or Permanent Repairs before having a Professional Assessment by an Independent Indoor Environmental Professional (IEP).**

**The IEP should determine the extent of the damage and provide a Protocol for the repair work as required by the Industry Standard of Care.**

# 3<sup>rd</sup> Party Water Damage Assessor

- A 3rd Party [Independent], State Licensed, Indoor Environmental Professional (IEP) should thoroughly inspect the property:
  - Map the extent of the water damage.
  - Identify pre-existing damage; and
  - **Write a protocol** for the Water Damage Repair Services based on ANSI/IICRC S500-2015.
- This service is billed to the Insurance Carrier under *AOB with plaintiff attorney buy in*.



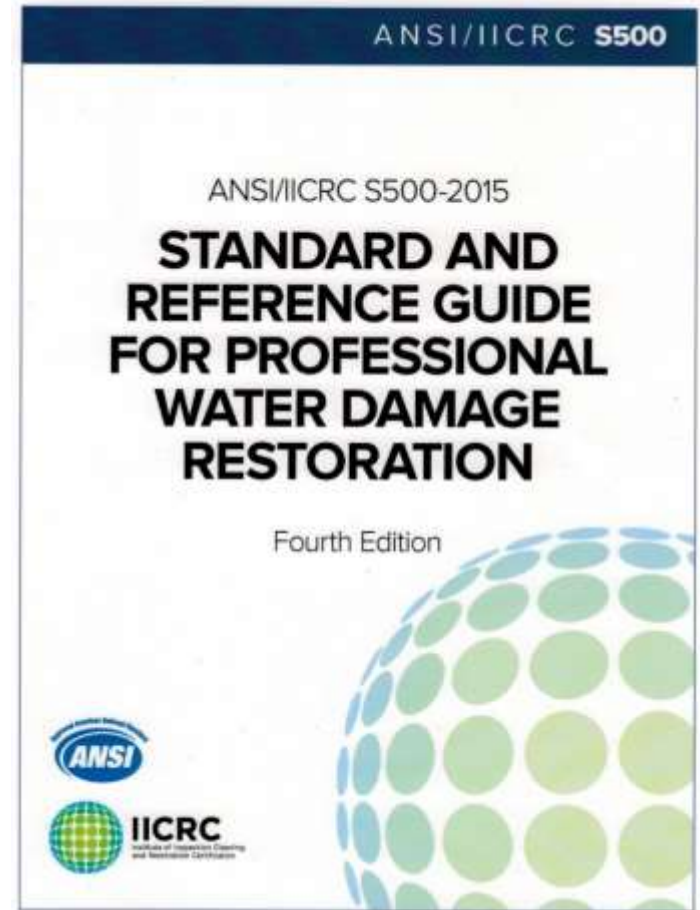
# Repair Protocol

- The Mitigation or Repair protocol written by the 3<sup>rd</sup> Party, State Licensed, Indoor Environmental Professional will follow requirements **mandated** by ANSI.



# Repair Protocol

- The protocol based on ANSI/IICRC S500-2015, should be provided to the Insurance Carrier and as well to any MRP Contractor Citizens may send out.
- Inspection/ protocol billed to Carrier under AOB *with plaintiff attorney buy in.*



# Independent Assessment

## 4.2.1 Assessment

When a preliminary determination indicates that mold contamination exists or is likely to exist, an assessment should be performed prior to starting remediation. An independent IEP who has no business affiliation with the remediator should be used for this purpose. In circumstances where

- Per S500: If mold or likely mold, an Independent Indoor Environmental Professional (IEP) should assess before any work performed. (IICRC S520-2015)
- No affiliation with remediator/contractor (or Insurance Carrier) permitted.



# Homeowner Rights

- Homeowners rights. Do they have any?
- The Insurance Carrier may [should?] not require the Homeowner to use their Contractor if the Contractor refuses to follow the Industry Standard of Care and/or State Law.
- As well, Assessor must be independent per S500.
- (At least most of us believe that a Jury would agree with this!)

# FLA Mold Law

(5) “Mold remediation” means the removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of mold or mold-contaminated matter of greater than 10 square feet that was not purposely grown at that location; however, such removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, may not be work that requires a license under chapter 489 unless performed by a person who is licensed under that chapter or the work complies with that chapter.

- Dry-out (Citizens calls this “Mitigation”) if there is more than 10 sq ft of mold present Dry-out is an **illegal** activity as defined by FLA Law.
- Why? Dry-out is a *preventive activity* which is expressly illegal based on **468.8411**.

# The Two Goals of Drying

- inhibit microbial growth; and
- return materials to an acceptable moisture content or level.

- Per IICRC S500-2015 10.6.6, **mold prevention** (inhibiting microbial growth) is one of the two goals of Drying.
- FL Mold Law prohibits drying if mold is present.

# Remediate Before Drying

## 10.4.2 Regulated, Hazardous Materials and Mold

If a regulated or hazardous material is part of a water damage restoration project, then a specialized expert may be necessary to assist in damage assessment. Restorers shall comply with applicable federal, state, provincial, and local laws and regulations. Regulated materials posing potential or recognized health risks can include, but are not limited to: arsenic, mercury, lead, asbestos, polychlorinated biphenyls (PCBs), pesticides, fuels, solvents, caustic chemicals and radiological residues. For situations involving visible or suspected mold, refer to the current version of *ANSI/IICRC S520 Standard and Reference Guide for Professional Mold Remediation*. The presence of any of these substances does not constitute a change in category; but qualified persons shall abate regulated materials, or **should remediate mold prior to drying**.

- Per S500-2015 ... and FLA Mold Law ... remediate mold before drying.
- No Citizens Mitigation Contractors are contractually allowed to remediate mold before drying or even inspect for mold. They are strictly In-Place Drying.

# Apply FLA Mold Law (Before Mitigation)

- **Before** Carrier Does Any Mitigation: Find the mold. (Use a Independent 3<sup>rd</sup> Party Expert.)
- Establish that the mitigation work as defined by Citizens will be illegal contracting due to mold.
- Then the Independent Water Mit Contractor (that is also mold licensed) can jump in and perform the Mitigation.
- The Citizens Mitigation Contractor is out of luck.

# Apply FLA Mold Law (After Mitigation)

- What about **after** Carrier Mitigation?
- Find the mold. (Use a Independent 3<sup>rd</sup> Party Expert.)
- Establish that mitigation work was illegal contracting.
- Now the opportunity is open for an Independent Water Mit Contractor (that is also mold licensed) to perform the Repair.

# Apply FLA Mold Law (MRP)

- What about after the Carrier MRP mucks up the Repair work? Again an opportunity for the Independent Contractor.
- Find the mold. (Use an Independent 3<sup>rd</sup> Party Expert.)
- You know there will usually [almost always] be mold in walls, behind baseboards and under cabinets.
- Establish that MRP Repair was a failure and left mold or damaged cabinets etc.
- Now open for Independent Water Mit Contractor (that is also mold licensed) to perform the proper Restoration/ Remediation.

# Mold is Gold!

## If the MRP Contractor:

- Refuses to follow the 3<sup>rd</sup> Party Protocol
- Refuses to follow ANSI/IICRC S500-2015.
  - Refuses to perform work due to mold.
- Refuses to have an Independent Assessor prepare the scope of work.
- If the Mitigation work was illegal based on FLA Mold Law.  
**An Independent Contractor should be able to perform what Citizens calls *Repairs* with a high expectation of getting paid (after a lawsuit perhaps).**



# **Gold Mine For Personal Injury Attorneys**

# Mitigation Regardless of Coverage

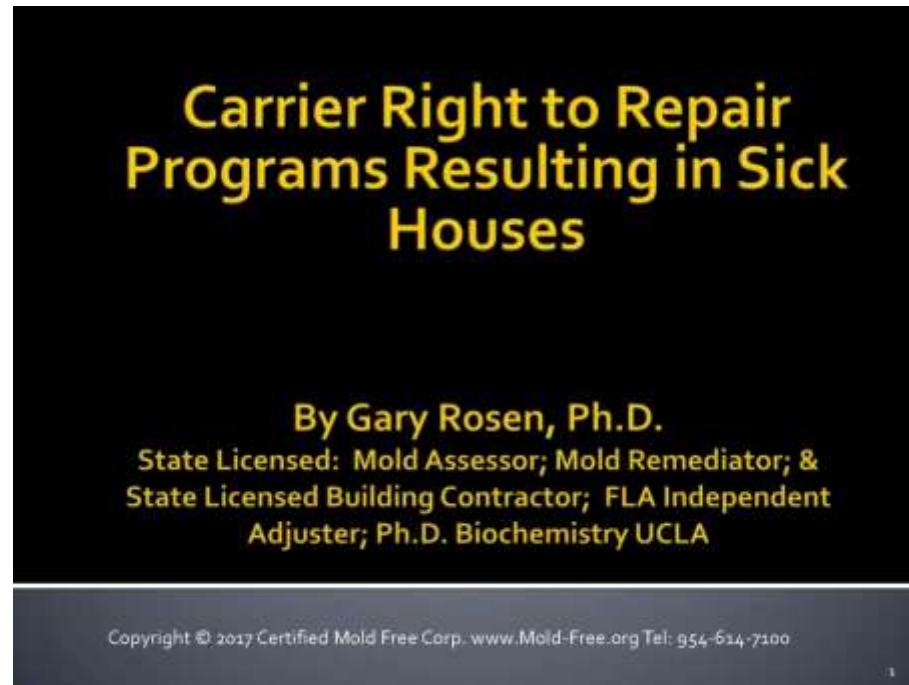
## Application of the Program (continued)

- General Contractor arrives on site within four hours to complete mitigation services and writes a scope and estimate of all damages
- Claims team reviews scope and estimate to determine if eligible for MRP
  - Eligible: Repairs completed and vendor paid direct
  - Ineligible: Claim is paid at RCV to the insured based on contractor estimate

# Gold Mine for Personal Injury Attorneys

- Mitigation (In-Place Drying) is performed regardless of coverage.
- This means regardless of pre-existing microbial damage.
- This means there will be mold before, after and during Mitigation.
- Not only is this against FLA Mold Law but ...

# Mitigation Will Result in Sick Homes



- Mitigation as such will result in Sick Homes. Attorneys are going to have a field day! See our PP on Sick Homes.

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# Wrap Up

# Before Mitigation

- **Options Before Mitigation Work Starts:** The Homeowner should retain an Independent 3<sup>rd</sup> party Expert to prepare an Assessment and Protocol.
- Provides protocol to the Carrier/ Mitigation Contractor. Scope will be based on ANSI/IICRC S500-2015.
- And there is almost always some mold.
- Assessor will bill Carrier based on AOB *with plaintiff attorney buy in.*

Note: If there is a simple water event that is easily mopped up with no or limited damage there is no Assessor that will want to come out and bill on AOB.

# Before MRP

- **Options Before Repair Work Starts:** The Homeowner retains an Independent 3<sup>rd</sup> party Expert to prepare an Assessment and Protocol.
- Provides to the Carrier/ MRP Contractor. Scope will be based on ANSI/IICRC S500-2015.
- And there is almost always some mold.
- Assessor will bill Carrier based on AOB *with plaintiff attorney buy in.*

# When Citizens Vendor Refuses

- When the Mitigation Contractor or MRP Contractor refuses to perform the work per Industry Standards...
- Or there is mold.
- The Independent Contractor can step right in.



# After Homeowners Go With MRP

- **Options After MRP Work:** In the event that a Homeowner has work performed by an MRP contractor we strongly recommend Post Repair Assessment by an Independent 3<sup>rd</sup> party Expert .
- There will almost always be problems with the work (below and behind cabinets, behind baseboards, inside of wall) because the nature of MRP work is to cut corners and not use the latest IICRC S500-2015 procedures (too expensive.)
- Post-Repair Assessment by Independent 3<sup>rd</sup> party Expert can be done under *AOB with plaintiff attorney buy in.*

# Advice!

**Water Mit Contractors  
better get their mold  
licenses!**

# Advice!

**There are only a few Independent Expert Water Damage Assessors in the State.**

**Get to know one!**

**And make sure they are up to speed on Xactimate based Adjusting that References IICRC S500-2015 for each and every Xactimate line item.**

# Disclaimer

- **The author of this PowerPoint is not an attorney. But he is a FLA Independent Adjuster and as such can give his opinion about coverage.**
- **But since all Water Mit contractors have their own attorneys, we recommend that you follow their advice and not ours!**
- **Most likely the reader has figured out that the author is also an Independent Water Damage Mitigation Assessor and Mold Assessor!**

# 1-Day Mold Licensing Program

## *Mold Remediator & Assessor Exam + Review*

*by Gary Rosen* **\$1000**

This training and exam are integrated for Mold Assessor and Remediator: Free Online training with 1 day classroom for both exam review and a single exam for both assessor and remediator combined.

Assessors need to understand about remediation because they are writing remediation protocols. Remediators need to understand about assessment because they are often doing remediation without a prior assessment, especially water damage contractors they are often doing remediation without a prior assessment.