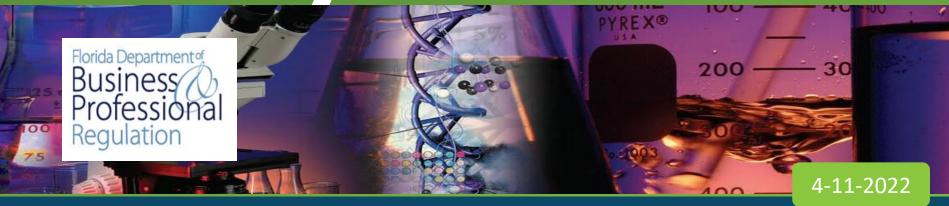
How We Expose Negligent / Illegal MRP/Preferred Vendor Dry-Out Work





Instructor / Course Developer:

Gary Rosen, PhD LEED® AP, President of NAERMC FLA Licensed: Building Contractor.; Mold Assessor/Remediator. FLA Licensed Independent Insurance Adjuster. B.S. Chemistry University of Florida; PHD Biochemistry UCLA gary@mold-free.org 954-614-7100

Not Providing Legal Advice



We are providing technical information to Attorneys,
Public Adjusters, and Mold Assessors / Remediators by
a State Licensed Insurance Adjuster as well as by a
State Approved Training Provider for New Mold
Assessor and Mold Remediator Licensees.

We are not attorneys and are not attempting to provide legal advice to Consumers.

See us at: www.Free-Mold-Training.org

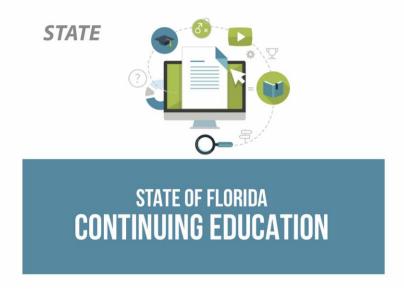


Table of Contents



- Recap of "Anatomy" PowerPoint
- Example Post-Drying Inspection Finding Mold.
 When to Inspect to Expose BAD Carrier Dry-Out
- **IICRC S500 Definitions**
- In-Place (Surface Only) Drying Not IICRC
- Carrier Defined EWM
- Conclusions
- Critique of Citizens Managed Repair Brochure. Promising Tallahassee IICRC compliance. Broken Promises.
- Citizens Contractor Connection Contract Excerpts with Comments.
- Attorney Questions for Carrier Dry-Out Contractors

FLORIDA DBPR MOLD CONTINUING EDUCATION



Training is approved for 2 hours of Continuing Education for Florida Department of Business and Professional Regulation (DBPR), Mold Services Division.

Course Number: 0000419 Course License: 424

Author: Gary Rosen, Ph.D., State Approved Initial Mold License Training and Exam Provider; State Approved Continuing Education Provider. Continuing Education Provider #03

FLABAR MOLD CONTINUING EDUCATION



Joshua E. Doyle Executive Director 850/561-5600 www.FLORIDABAR.org

Certificate of Accreditation for Continuing Legal Education

298199 Certified Mold Free Corp. 2881 W Lake Vista Cir Davie, FL 33328-1106 November 3, 2021

Reference Number: 2108416N

Title: How We Fight Negligent Preferred Vendor

Level: Basic

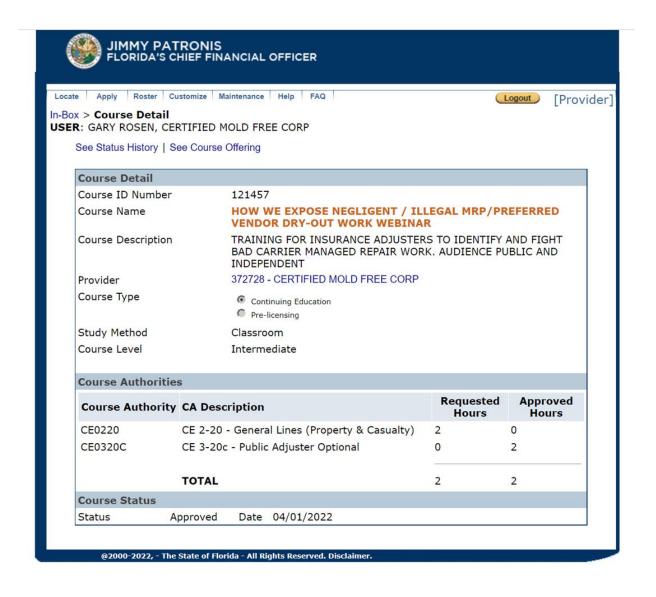
Approval Period: 11/16/2021 - 05/31/2023

CLE Credits

General 2.5

Certification Credits

FLDFS APPROVAL

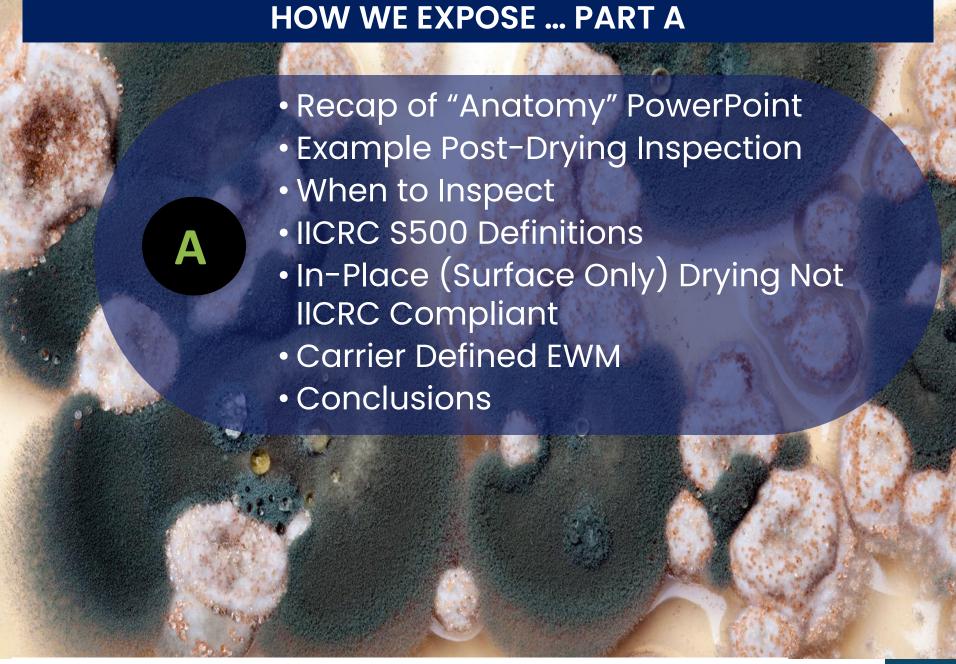


Recommended Pre-Requisite Reading

- We recommend reviewing "Anatomy Of A \$3K ANSI/IICRC S500 Compliant Forensic Water Damage Inspection" PowerPoint before attending the "How We Expose Negligent / Failed / Illegal MRP/Preferred Vendor Dry-Out Work" Zoom training.
- "Anatomy" is available free online.
- We follow with a short recap of "Anatomy".



Optional Advanced Topics - OneDrive (live.com)



- The ANSI/IICRC S500 mandatory Pre-Drying Inspection is Intrusive.
- Requires documenting the extent of water migration [and subsequent damage such as mold] within/into components. Per S500: If mold. Do not dry. Remediate.
- Therefore, if you perform a Post-Drying Inspection after Carrier Contractor Dry-Out and find mold:
 - The mold was not pre-existing because \$500 prohibits drying if there is mold.
 - The mold is attributed to failed, negligent, substandard (not \$500 compliant) Carrier drying.
 - How can they prove otherwise.
- In hot and humid Florida, there is <u>always</u> mold after drying.

COL (Cause of Mold) = Failed drying.

Timing of Loss (Mold) = The timing of drying.

Open new Claim. No Caps.

Carrier WRTs

A Dry-Out Contractor sent or referred by an Insurance Carrier can be called:

- Carrier Dry-Out Contractor
- Carrier Water Damage Restoration Technician (WRT)
- Carrier Preferred Vendor
- Carrier Managed Repair Program Contractor
- Approved Claim Vendor
- Authorized Vendor
- Carrier Emergency Water Mitigation (EWM) contractor
- Carrier Emergency Mitigation Services (EMS) contractor
- Etc.

We will use the term Carrier WRT in this presentation.



ANSI/IICRC S500 Defines "Should"

should: when the term should is used in this [IICRC S500] document, it means that the practice or procedure is a component of the accepted "standard of care" to be followed, while not mandatory by regulatory [government] requirements. (IICRC S500-2021 page 12)

- The American National Standards Institute [ANSI] approved IICRC S500-2021 Standard for Professional Water Damage Restoration is the industry standard for both inspecting as well as restoring water damage.
- When IICRC S500 says "**should**" (vs "recommended") the inspection, practice or procedure is a **required** component of the accepted standard of care.

"Should" in IICRC language means IICRC required/mandatory to comply with the IICRC standard of care.

S500 non-compliant work is termed sub-standard.

What Is ANSI?



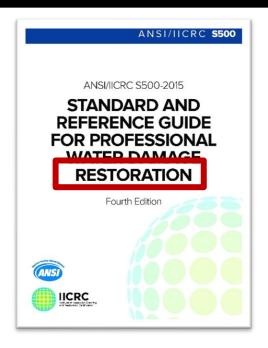
- The American National Standards Institute (ANSI) is a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States.
- There is only one ANSI-Approved Standard for Professional Water Damage Restoration.
- That's the current IICRC S500-2021 Standard (5th Edition) which is a minor update from S500-2015 (4th Edition.)
- The definitions are the same in 4th & 5th Editions.
- When a new \$500 release comes out, the prior release has its ANSI approval withdrawn.





ANSI/IICRC S500 Definition: Water Damage "Restoration"

Restoration: to return a water damaged structure, system, or contents to a normal, former or pre-damage state. (IICRC \$500-2021 page 20)



Restoration can be either by Restorative Drying or instead by Remediation (remove/replace) if drying cannot restore to a former or pre-damage state (for example when mold is present within structures or assemblies.)

ANSI/IICRC S500 "Drying Goals" & "Restorative Drying"

Drying Goals: Drying goals may be at, or above the dry standard and should be documented as they relate to specific materials. The restorer should establish drying goals that would be expected to:

- return structure, systems, or contents to an acceptable condition; and
- inhibit microbial growth (\$500-2021 10.6.6)

Restorative Drying: the controlled removal of excess moisture from an indoor environment and affected materials; thereby, bringing a structure and its components, systems and contents to a pre-determined <u>drying goal</u>. (S500-2021 page 20)

Key requirement for Restorative Drying and Drying Goals: Inhibit microbial growth.

That is a challenge in hot and humid Florida where mold grows fast (starts growing in only a few days.) In Florida 99% of the time there is mold after drying. But Carriers dry anyway. And leave mold.

ANSI/IICRC S500 "Remediation"



Remediate/remediation: to remove microbial contamination consistent with IICRC standards. (\$500-2021 page 20)

The scope of the Restoration (the Restoration Response) will be either:

- Restorative Drying if drying can return a water damaged structure, system, or contents to a normal, former or pre-damage state or, if not by:
- Remediation (removal/replace).

Per S500: Must Remediate/Remove any microbial growth before drying.

If mold: Do Not Dry.

But Carrier WRTs only dry.









ANSI/IICRC S500 Defined "Initial Inspection"



1.2.2.1 Initial (Pre-Drying) Inspection (Part 1)
Restorers should inspect and document the source and time of the water intrusion, visible material deterioration, pre-existing damage and visible microbial growth... (\$500-20211.2.2.1)



The ANSI/IICRC S500 mandatory (uses the word "should") Initial, Pre-Drying Inspection: Inspect and document:

- a) visible material deterioration,
- b) pre-existing damage and
- c) visible microbial growth.

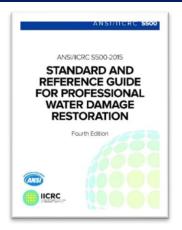
None of these are restorable by drying. Remove and replace if either a, b, or c found. Do not dry.

Remove/replace costs more than drying.

Therefore, Carriers do not allow/ pay for a Pre-Drying Inspection to find mold. Because if mold: Remediate. Do Not Dry.

Initial Inspection: Document Damage Inside Materials

1.2.2.1 Initial (Pre-Drying) Inspection. (Part 2) ... Professional moisture detection equipment should be used to inspect and document the extent of water migration and moisture intrusion into building materials and contents. (\$500-20211.2.2.1)



- The ANSI/IICRC S500 mandatory Pre-Drying Inspection is Intrusive.
- Requires documenting the extent of water migration [and subsequent damage] within/into components.
- Never performed by Carrier WRTs. Why?

They don't want to find mold. Cheaper to dry mold than to remove mold.

They dry mold then cover up with biocides and stain killers.

ANSI/IICRC S500 is NOT the Drying Standard



- ANSI/IICRC S500 is not the Drying standard.
- ANSI/IICRC S500 is the Restoration standard. Why?
- Because for ANSI/IICRC S500, to restore a water damaged property is not only by Restorative Drying ...
- But also by Remediation (remove/replace)
 if and when Restorative Drying will not fully
 restore a property to pre-damage condition
 for example, due to the presence of microbial
 growth, delamination, permanent stains, etc.



The Mold Remediation procedures in S500 (water damage standard) are the same as in S520 (mold remediation standard.)

Carrier WRTs are paid to only Dry. So they Dry. They don't remediate. Cost more to do things right. So they don't.

ANSI/IICRC S500 Defined "Post-Drying Inspections"

Post-Drying Inspections: Once drying goals have been achieved in some assemblies, further inspection should be done to ensure prolonged exposure has not created unacceptable damage. (IICRC S500-202116.2.4)

- Says "should" so this is required.
- Says "in" so the inspection is intrusive.
- Never performed by Carrier WRTs.
- That's where we come in. Perform this required \$500 compliant Post-Drying inspection after Carrier WRT dry-out.
 - Find the mold and any incomplete drying inside assemblies.

If mold is found after drying, it was not pre-existing because \$500 prohibits drying if there is mold. Therefore:

If mold found after drying, it is attributed to failed, negligent, sub-standard (not \$500 compliant) drying.

COL (Cause of Mold) = Failed drying.

Timing of Loss (Mold) = The timing of drying.

Open new claim. No caps.

ANSI/IICRC S500 Required Intrusive Inspecting

Pockets of Saturation: Restorers should open assemblies ... (\$500-202112.3.7)

Controlled Demolition of Assemblies: If it is determined that a layer or layers of material require removal in order to facilitate inspection, drying, cleaning, or restoring an assembly, it should be done as soon as practical after the decision is made.

Removing exposed layer(s) of the assembly can facilitate cleaning and drying of the framing or other substructure materials. (\$500-202116.2.3)

ANSI/IICRC S500-2021 is <u>not</u> In-Place (Surface Only) Drying.

Requires opening or removal of assemblies before & during Restorative Drying as needed to facilitate inspections and/or drying. Never done by Carriers.

IF No ANSI/IICRC S500 Intrusive Inspections? No Real Guarantee

Managed Repair Contractor Network Program

Citizens has a network of approved contractors who can handle permanent repairs for covered damages to your home, such as flooring, insulation, drywall, paint and cabinetry. You work with local contractors who are vetted, licensed, insured, and have agreed to meet Citizens' high standards for customer service. After January 1, 2019, any approved work is guaranteed by the contractor for five years. Your policy deductible applies for the covered permanent repairs.

No Intrusive Inspection? Then what does this 5 year Guarantee mean? Nothing. It is a scam.

- Guarantee that no mold/moisture left in walls? No.
- How about ... was work performed per current Industry Standard? No.



ANSI/IICRC S500 Defined "Rapid Response" Required

Rapid Response. Mitigation procedures should begin as soon as safely possible following the initial moisture intrusion...

The more water they absorb, the more time, effort and expense is required to dry them.

... the extended presence of water or excessive humidity can lead to microbial (e.g., bacteria and mold) ... (\$500-2021 12.2.1)

Rapid Response required (says should).

Otherwise, results in hard to dry. Otherwise, results in microbial amplification.

If Carrier response is not Rapid? Then Carrier responsible for mold. COL = Carrier failure to respond rapidly. Open new claim. No caps.

How fast does Rapid Response have to be?

Fast enough to avoid fast-growing mold and mold grows fast in hot and humid Florida.

NO ANSI/IICRC S500 Carrier Promises Rapid Response

1 First Notice of Loss

You notice water on the floor in front of the refrigerator due to a broken water line in the wall. Remembering to *Call Citizens First*, you report your claim. The Citizens representative explains our free emergency water removal services program. You choose to participate in the program, and Citizens

Immediately contacts the mitigation vendor to request service. Within one hour of reporting your claim, the mitigation contractor contacts you to arrange dry-out services.



No Rapid Response? Then per IICRC:

- Water becomes hard to dry.
- Leads to microbial amplification.

No Rapid Response? Then Cause of Loss/Mold = Failure to Respond Rapidly.

And mold grows fast in Florida, in only a few days.

Dr. Ralph Moon (Prolific Carrier Defense Expert)

Fungal Growth Succession on Gypsum Board Wall Assemblies

Ralph E. Moon, Ph.D. ¹, Michael Bass ¹, Chin S. Yang, Ph.D. ²

HSA Engineers & Scientists, Tampa, Florida
 Prestige EnviroMicrobiology, Voorhees, New Jersey

*Corresponding email: rmoon@hsa-env.com; mbass@hsa-env.com; chins.yang@prestige-em.com

Study on the rate of growth of different species of mold by Dr. Moon (Prolific Carrier Defense Expert)



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Moon: "Mold Grows Fast" Within a Few Days

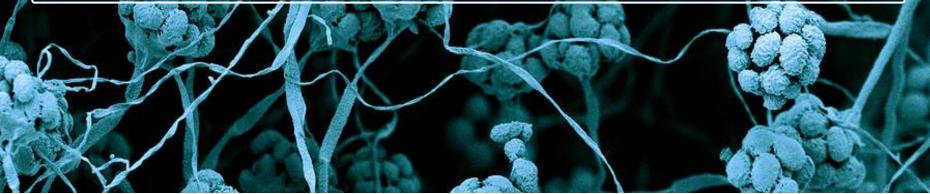
Fungal Growth and Sequence: Predictable fungal growth sequences were observed. Small, diffuse mats of mycelial growth were visible within two-three days of incubation. Visible growth first occurred on 50% of the wood sill plates where moisture was in direct contact with the assembly (Table 1). Aspergillus and Trichoderma structures were identified on Day 4 and 7

Moon study shows/proves: Mold grows fast within a few days.

(Just as EPA/FEMA state in their Federal Guidelines.)

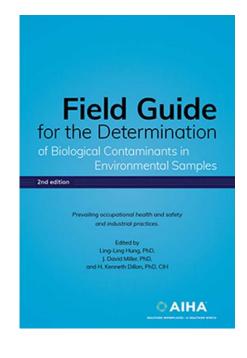
Always mold either before or after drying. Therefore, Carriers never allow / pay for S500-compliant Inspections.

They dry mold. And then cover up with illegal biocides and stain killers.



AIHA Field Guide for the Determination of Biological Contaminants 2nd Edition p 32/33

- "... continuous wetting of materials lasting at least 24 hr (e.g. resulting from leakage, catastrophic flooding, etc.) may result in prolific mold growth.
- "As the doubling time of some of the fungi indoors can be as rapid as about 1 to 3 hr at optimal temperature, growth and germination of a spore, which is microscopic, may form a visible colony on building substrates within 24 to 48 hours."
 - Exactly what both EPA and FEMA say.



Mold grows fast in hot and humid Florida. Starts to grow in a few days. Almost always mold before drying in Florida.

But Carrier WRTs dry anyway.

ANSI/IICRC S500 and Illegal Antimicrobial (Biocide) Use

Antimicrobial (biocide) Risk Management

Restorers should obtain a <u>written informed consent</u> from the customer before they are applied, and occupants should be evacuated prior to application.

Restorers shall follow label directions and comply with federal, state, provincial, and local regulations. (\$500-2021 12.3.10.1)

- Obtain written informed consent before applying biocides. Never done.
 - If biocides are applied to anything but hard surfaces (if applied to drywall), work is illegal.
 - Makes no difference if the label says "All Natural" or "Plant Based". Must obtain informed consent. Only use on hard (non-porous) surfaces per label direction.



Plant Based Biocides Such as BotaniClean. Not Exempt

When used as directed, BotaniClean effectively cleans and disinfects hard, non-porous environmental surfaces such as: ambulance patient care surfaces, anesthesia equipment surfaces, baby/infant care surfaces, backboards, bathing units, bathrooms, bed railings, blood pressure devices, cabinets, chairs, changing tables, computer surfaces, countertops, CT equipment/surfaces, curing lights, dental equipment surfaces/devices, doorknobs, floors, garbage



Plant based biocides are not exempt.

It may be that everyone is doing it, that does not mean it is okay. Does not mean it is legal.

ANSI/IICRC S500 and Illegal Antimicrobial (Biocide) Use



Carriers approve of (pay for) illegal application of biocide on drywall to cover up failed drying.

Cutting corners to save money, as a result, homes are left contaminated with hazardous, illegal biocides.

In hot and humid Florida there is always mold after drying (at least 99% of the time.)

Drying is always followed by spraying with illegal biocides to cover up the always failed drying.

GUARANTEE IS NOT A REAL GUARANTEE

Managed Repair Contractor Network Program

Citizens has a network of approved contractors who can handle permanent repairs for covered damages to your home, such as flooring, insulation, drywall, paint and cabinetry. You work with local contractors who are vetted, licensed, insured, and have agreed to meet Citizens' high standards for customer service. After January 1, 2019, any approved work is guaranteed by the contractor for five years. Your policy deductible applies for the covered permanent repairs.



Can we get a copy of such a Guarantee? No. What does the Guarantee state? Unknown. How about?

- No illegal biocides or biocides applied illegally (to drywall). No.
- Customer signed "informed consent? No.

Hold the Carrier responsible for paying for illegal use of biocides to cover up failed/negligent/sub-standard WRT work.

"Hospital grade" EPA Restricted Use Biocides

- All "hospital grade" EPA restricted use biocides such as Mediclean, Benefect, Fiberlock, BotaniClean, etc. used in water damage restoration are being used illegally.
- These are very strong and designed for use in hospitals to completely kill/sanitize and control blood and fecal borne diseases and they leave toxic, killing residues.
- They may not be sprayed on drywall. Hard, non-porous surfaces only per label directions. Not for household use.

Find the illegal use of biocides by WRTs, find the illegal contracting. Find the home contaminated with illegal toxic biocide residue.

EXPOSE THE CARRIER NEGLIGENCE. THEN OPEN NEW CLAIM.

Perform an IICRC compliant Post-Drying Inspection and find/document/expose mold as a result of failed/ negligent / sub-standard drying.

Then open a new claim:

- Cause Of Loss (COL): WRT's failed, sub-standard, negligent and usually illegal dry-out. And/or Carrier failure to respond rapidly.
- Timing of Loss: The date of the dry-out work.
- New claim has NO CAPS

The post-drying inspector/assessor must take plenty of vivid (gross) high-quality pictures of the mold left behind hidden in walls or behind cabinets or baseboards.

And take mold samples and send to lab for analysis.

CARRIERS SAY THEY ARE NOT RESPONSIBLE FOR THE ACTIONS OF THEIR CONTRACTORS

Carriers say they are not responsible for their WRT work. But they pay for the work. So they are responsible.

And for Citizens, keep in mind an unintended consequence of SB 76:

- (2) A contractor may not directly or indirectly engage in any of the following practices:
- (c) Offering, delivering, receiving, or accepting any compensation, inducement, or reward, for the referral of any services for which property insurance proceeds are payable.

Citizens entire Managed Repair Program through Contractor Connection is, now with SB76, illegal because contractor pays an illegal fee to Contractor Connection for the referral or the work.

WRT WORK ILLEGAL BASED ON FL MOLD LAW



Florida Law defines: Mold remediation means the removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities [such as drying or spraying with biocide], of mold or mold-contaminated matter of greater than 10 square feet ...

Find > 10 sq of mold after drying:

- The drying (mold prevention) was illegal mold remediation unless performed by a licensed remediation contractor. (Never is.)
- Application of biocides/ anti-microbials (also mold prevention) to cover up failed drying was illegal mold remediation.

It does not matter if everyone is doing it. It is still illegal.

Perform an ANSI/IICRC compliant Post-Drying Inspection after dry-out and find mold > 10 sq ft. (There always is.)

Expose the <u>illegal mold remediation</u>.

Hold the Carrier and their contractor accountable.

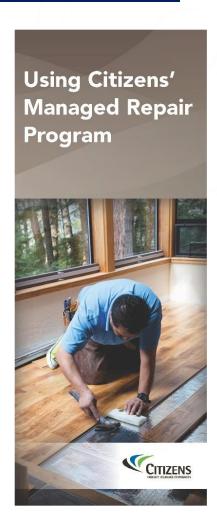
NO COMPLIANCE WITH FLORIDA MOLD LAW. No Real Guarantee

Managed Repair Contractor Network Program

Citizens has a network of approved contractors who can handle permanent repairs for covered damages to your home, such as flooring, insulation, drywall, paint and cabinetry. You work with local contractors who are vetted, licensed, insured, and have agreed to meet Citizens' high standards for customer service. After January 1, 2019, any approved work is guaranteed by the contractor for five years. Your policy deductible applies for the covered permanent repairs.

Does the Guarantee state?

Work was legal per Florida Mold Law.
 No it does not. Then not a real guarantee.



Follow Accepted Industry Standards. Carriers Are Exempt.

the notice, and as a precondition to filing suit, the assignee must provide the named insured, insurer, and the assignor, if not the named insured, a detailed written invoice or estimate of services, including itemized information on equipment, materials, and supplies; the number of labor hours; and, in the case of work performed, proof that the work has been performed in accordance with accepted industry standards.

- Under Florida SB7065/SB76, only the independent contractor must prove that work and costs are per Accepted Industry Standards.
- Carrier WRTs are exempt from the law.
- Nevertheless, if the Carrier WRT leaves mold after drying they and the Carrier can be held accountable.

Drinking Their Own Kool Aid

- WRTs promise Carriers in their applications that they:
 - Are insured for the work they do.
 - 2. Comply with IICRC Industry Standards
 - Follow all State and Federal Laws.
 - 4. And that their technicians are IICRC WRT certified.
- Of course, the applicants say Yes [Lie]. Otherwise, their applications are not accepted.
- Carriers have been drinking their own Kool Aid. They have assured Florida Office of Insurance Regulation (OIR) (See Sections B/C) that 1,2,3,4 are all true because of promises made by WRTs on their applications to Carriers or Carrier proxies such as Contractor Connection.



NEGLIGENT/FAILED/SUB-STANDARD and ILLEGAL WORK

- Carriers do not and will not verify that their WRT's work is per Industry Standard, or if work is:
- Legal for example compliant with:
 - Florida Mold Laws;
 - Federal and State Guidelines on Restricted Use of Disinfectants/ Biocides.



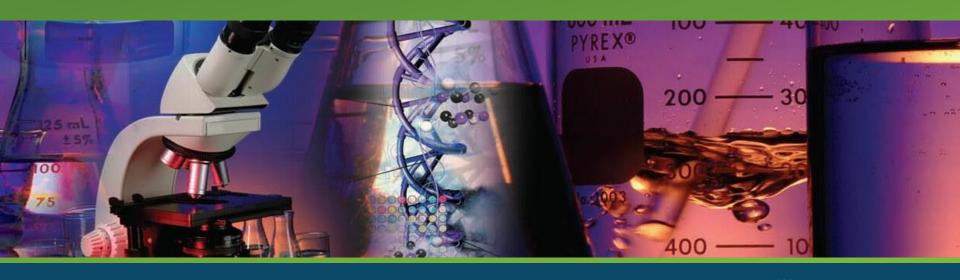
It is our job to protect our homeowners.

Expose/document Negligent/Failed/SubStandard and usually **Illegal** WRT drying.

Open a new claim. No CAPS.



ANSI/IICRC S500-2021 COMPLIANT POST CARRIER DRY-OUT INSPECTION FOR: XXXXXXX



Certified Mold Free Corp / Gary Rosen, Ph.D. State Licensed: Mold Assessor; Mold Remediator; & Building Contractor. FLA Independent Adjuster; NAERMC Certified Water Damage Mitigation Assessor B.S. Chemistry University of Florida; Ph.D. Biochemistry UCLA



≢ gary@mold-free.org **№** 954-614-7100



BREAKDOWN OF OUR POST DRYING INSPECTION WORK IS PER IICRC

#	Description	Per Unit	Amount	IICRC Cross Reference
1	Water Damage Restoration Inspection Per IICRC	1850	1850	1.2.2 Document and Inspect the Project 1.2.2.1 Initial Inspection 1.2.3.2 Control the Spread of Contaminants (Containment) 8.6 Mold. Determine extent of mold 9.1.2 Contracts. By 3 rd party IEP. 16.2.4 Post Drying Evaluation of Assemblies
2	Surface testing & lab analysis. Culture	185	4 x 185	Mold Testing per IICRC S520-2015 4.2.1 Test to determine Condition 1, 2, or 3. Culture tests @ \$185 ea. Swab (culture) surface sampling. # samples4
3	Surface testing & lab analysis. DME	120	3 x 120	Mold Testing per IICRC S520-2015 4.2.1 Test to determine Condition 1, 2, or 3. Swabs @ \$ 120ea. # samples3
4	Total		\$2950	

It is our job to protect our homeowners.

But also to make \$\$.



Front (of Rear House)



Location of Tree Branch Impact



Sides of Rear Home









Materials Removed by Dry-Out Contractor.









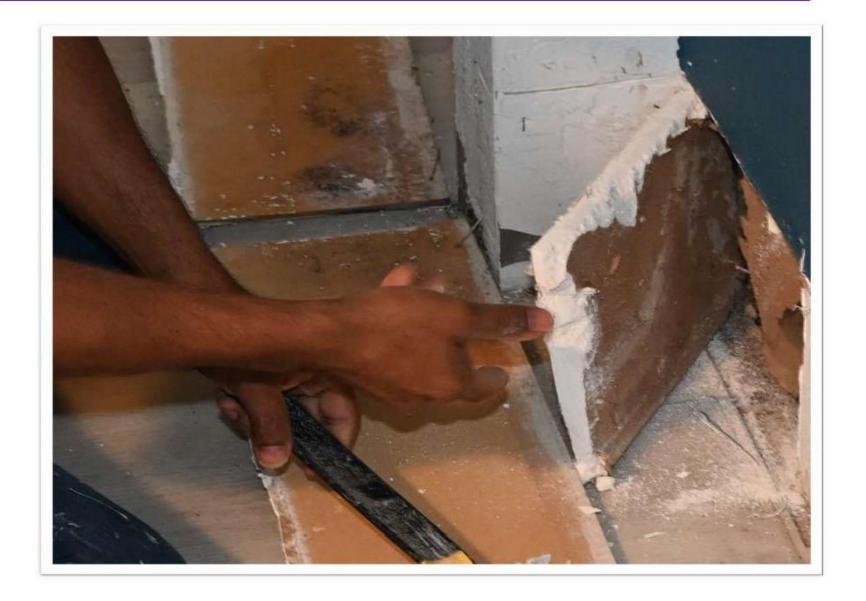
Cat 3 Water Damage. NE Corner Interior. Sub-Floor Covered with Mold.



Cat 3 Water Damage. SW Corner Interior Room.



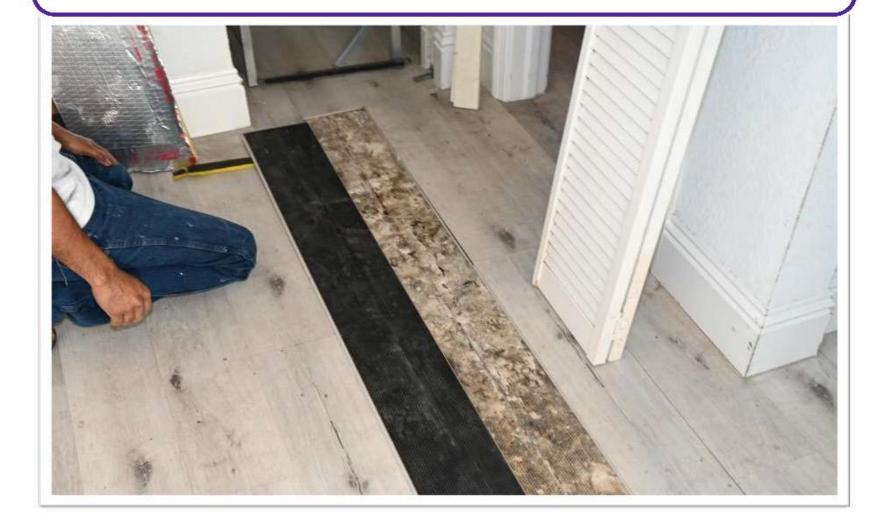
Mold in Wall Behind Damaged MDF Baseboard.



Cat 3 Water Damage. Left by Dry-Out Contractors



Cat 3 Water Damage to Plywood Sub-Floor. Mold Left by Dry-Out Contractors. Location: In Front of Air Handler Closet.



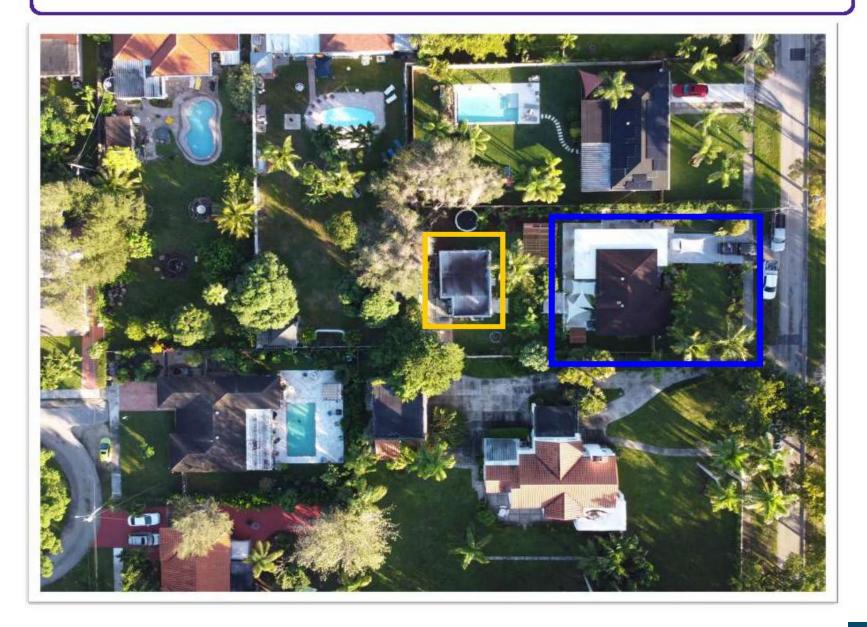
Location of Hit.



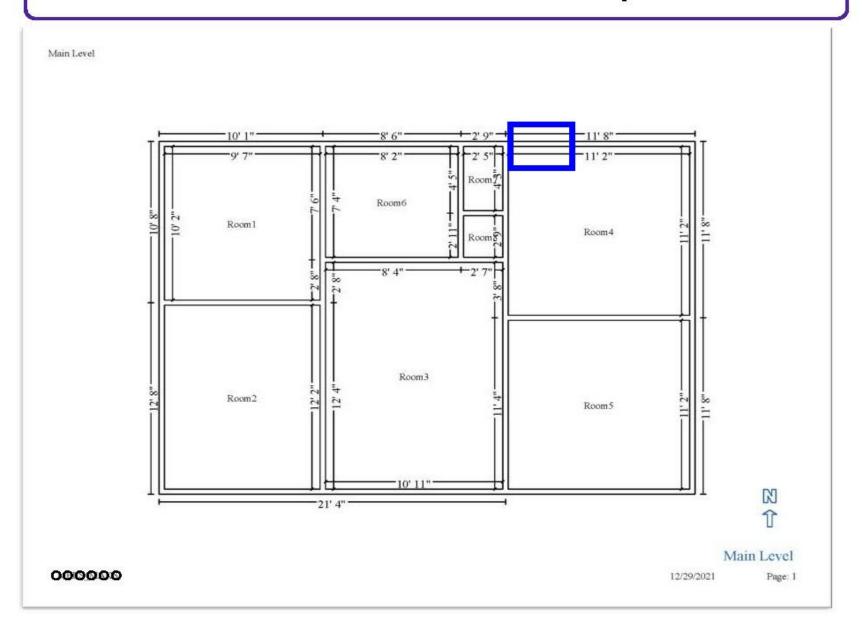
Location of Hit. Yellow Box. Big Tree. Blue Box.



Yellow Box. Rear House. Blue Box. Main House.

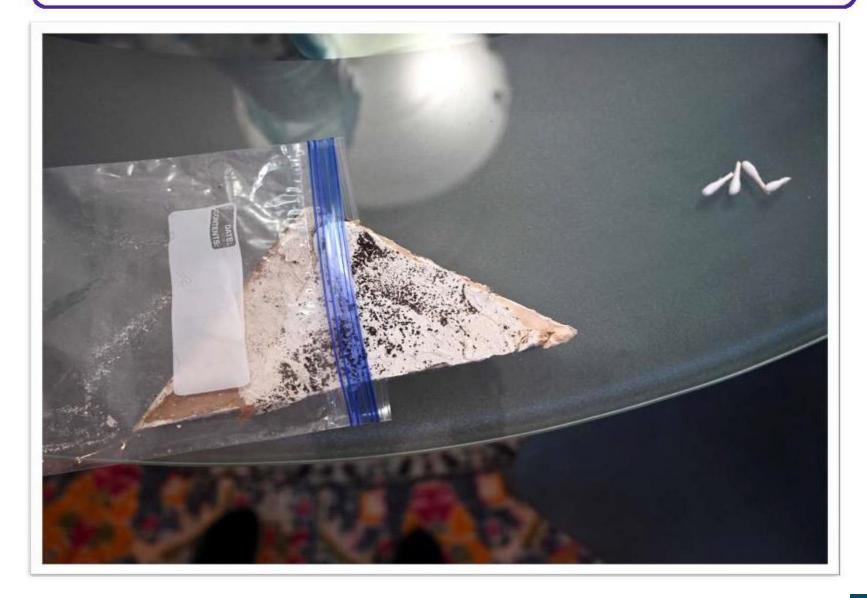


Floor Plan. Location of Sample

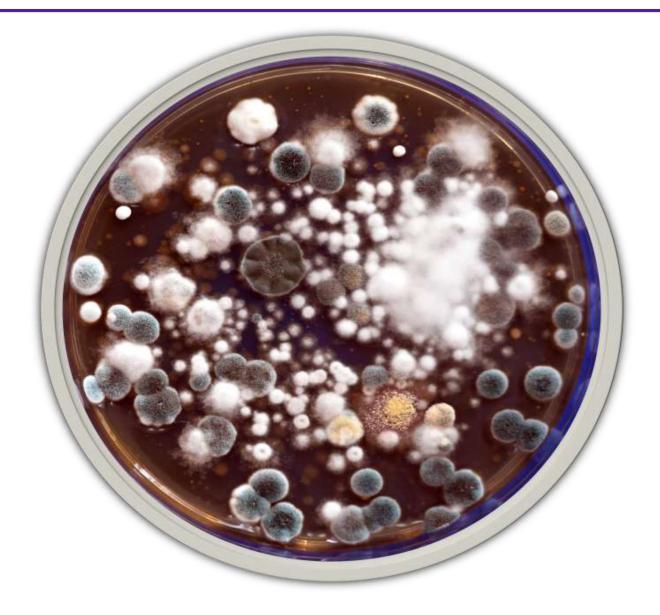




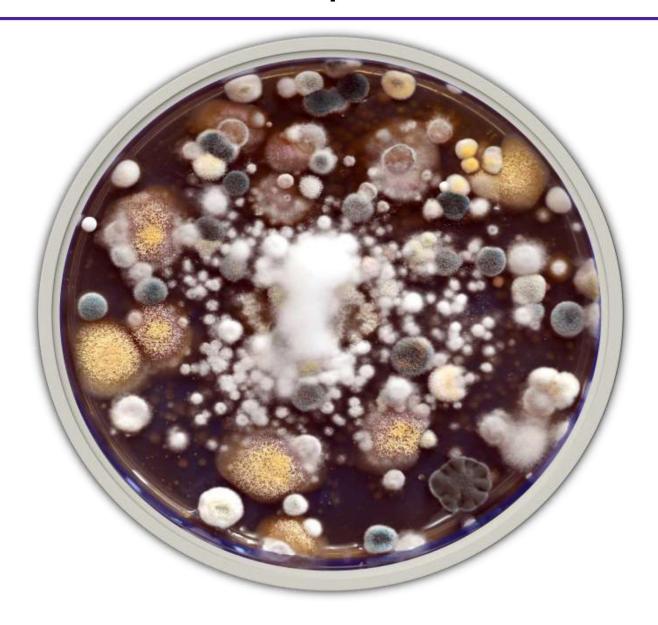
Close Up of Moldy Drywall Left By Dry-Out Contractor













Lab results surface samples

CERTIFIED MOLD FREE - DAVIE 2881 W LAKE VISTA CIR DAVIE, FL 33328

Certificate of Mold Analysis

Prepared for: CERTIFIED MOLD FREE - DAVIE

Phone Number:

Fax Number:

Project Name:

Test Location:

XXXXXXX

NORTH MIAMI, FL

Report Number:

1489453

Received Date:

December 23, 2021 December

Report Date:

23, 2021

() rora Januar



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for: CERTIFIED MOLD FREE - DAVIE

Test Address:

XXXXXXXX NORTH MIAMI, FL

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LOCATION	BEHIND BASEB	DARD	BEHIND B	BEHIN	BEHIND BASEBOARD				\ 	
COC / LINE #	1489453 - 1		1489	1	1489453 - 3					
SAMPLE TYPE & VOLUME	SWAB / COU	NT	SWAB	BU	BULK / COUNT					
SERIAL NUMBER	1				3					
COLLECTION DATE	Dec 22, 202	1	Dec 2	D	Dec 22, 2021					
ANALYSIS DATE	Dec 23, 202	1	Dec 2	D	Dec 23, 2021					
CONCLUSION	N UNUSUAL		UNU		UNUSUAL					
IDENTIFICATION	Spores per cm ²	Percent of Total		ores Percen cm ² of Tota		Spores per cm ²	Percent of Total			
Chaetomium	140,000	100	120	,000 100		300,000	100			
TOTAL SPORES	NA			NA						
MINIMUM DETECTION LIMIT	NA			NA NA						
BACKGROUND DEBRIS	Not Applicab	le	Not A	No	Not Applicable					
OBSERVATIONS & COMMENTS	Presence of current or growth observed.	former	Presence of cur growth observe							



Lab results culture samples

CERTIFIED MOLD FREE - DAVIE 2881 W LAKE VISTA CIR DAVIE, FL 33328

Certificate of Mold Analysis

Prepared for: CERTIFIED MOLD FREE - DAVIE

Phone Number:

Fax Number:

Project Name:

Test Location:

XXXXXXX

NORTH MIAMI, FL

Report Number:

1490481

Received Date:

December 29, 2021 December

Report Date:

29, 2021

Drona Sauni



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

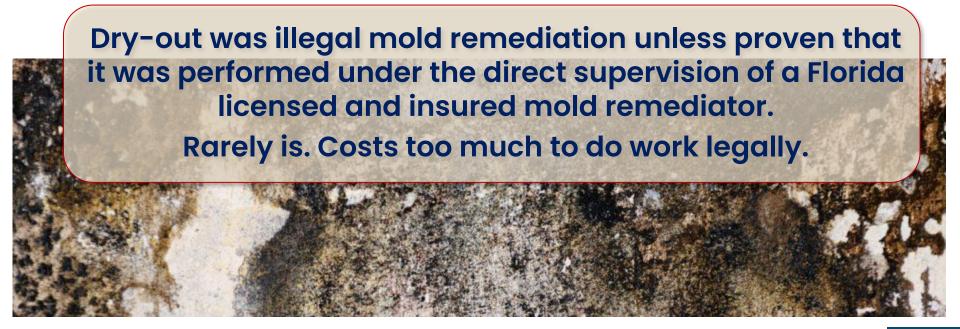
NORTH MIAMI, FL

ANALYSIS METHOD	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	
LOCATION	WALL CAVITY	WALL CAVITY	WALL CAVITY	WALL CAVITY	
COC / LINE #	1490481-1	1490481-2	1490481-3	1490481-4	
SAMPLE TYPE & VOLUME	VISUAL CULTURE	VISUAL CULTURE	VISUAL CULTURE	VISUAL CULTURE	
SERIAL NUMBER	1	2	3	4	
COLLECTION DATE	Dec 24, 2021	Dec 24, 2021	Dec 24, 2021	Dec 24, 2021	
ANALYSIS DATE	Dec 29, 2021	Dec 29, 2021	Dec 29, 2021	Dec 29, 2021	
IDENTIFICATION	Mold Present	Mold Present	Mold Present	Mold Present	
Aspergillus	х	х		х	
Non-sporulating fungi	х		Х	х	
Penicillium	Х	Х	Х	Х	
TOTAL SPORES	NA	NA	NA	NA	
MINIMUM DETECTION LIMIT*	NA	NA	NA	NA	
BACKGROUND DEBRIS	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
OBSERVATIONS & COMMENTS					



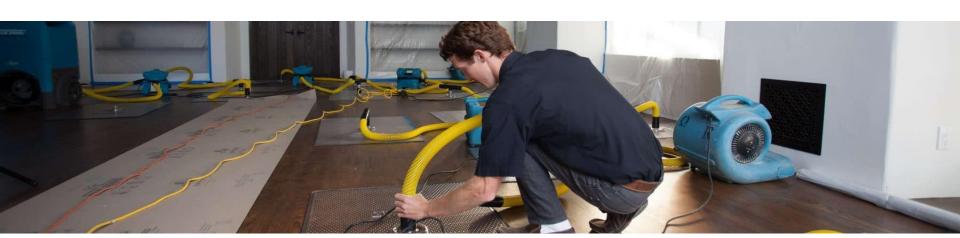
CONCLUSIONS: DRY-OUT WAS ILLEGAL

- We performed an IICRC S500-2021 Post-Drying Inspection
- Dry-Out work was not IICRC compliant. As a result, left mold and water damage.
- Dry-Out Contractor left greater than 10 sq ft of mold under vinyl flooring and in walls and in AC ducting.



CONCLUSION: DRY-OUT WAS NOT INDUSTRY COMPLIANT RESULTED IN MOLD.

- Since IICRC requires inspecting for mold and moisture not only on surfaces but also within materials before drying and prohibits drying if there is mold. (Remediate only.) Therefore:
- If there is mold after drying, we always attribute the cause/origin of mold growth to negligent / failed / not Industry Standard Compliant dry-out.



FIND THE MOLD.

We performed an IICRC S500 compliant Post-Drying intrusive inspection at the XXXXXXXX residence and found negligent dry-out. MOLD AFTER DRYING.

IICRC requires inspecting for mold before drying, and if there is mold DO NOT DRY, remediate instead.

If there is mold after drying:

- Cause Of Loss (COL. Cause of Mold): Failed, substandard, negligent dry-out resulting in mold.
- Timing Of Loss: The date of the failed, substandard, negligent dry-out work.

SYNOPSIS OF THIS INSPECTION

- We performed a \$2950 Post-Drying (Intrusive)
 Inspection after a Carrier Managed Repair contractor dried the property.
- We documented that they left mold after drying.
- Carrier made their WRT contractor pay for mold remediation and rebuild.
- We were promptly paid our \$2950. We happy.
- Homeowner happy. PA happy. Attorney happy.



WHEN TO INSPECT?



WHEN TO HAVE THE INSPECTION TO DOCUMENT NEGLIGENT/FAILED/ SUB-STANDARD DRY-OUT WORK?

Depending on your attorney recommendation either:

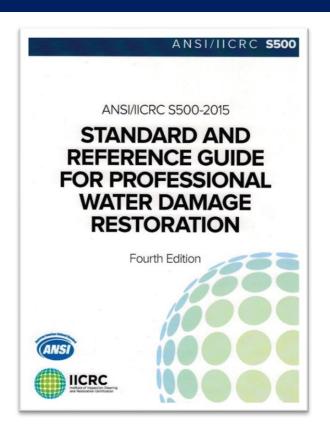
- After a leak or flood, have the Carrier send out a WRT.
 - Afterwards, per IICRC definition of a Post-Drying Inspection find the NEGLIGENT/FAILED/ SUB-STANDARD Dry-Out Work. Then open a new claim with no Caps. COL = Failed Drying.
- 2. Or first perform the IICRC compliant water damage Inspection. Wait for the Carrier to deny the claim. Once the claim is denied there is no longer any Caps. And now you have the IICRC \$500 compliant inspection data to fight the denial.

There are strong benefits to #1. When you let the WRT do the dry-out and you document mold after drying, if/when the Carrier denies the claim due to long term, repeated damage or pre-existing you blame the Carrier WRT's failed work and/or Carrier failure to respond rapidly as the cause of the mold.

They did not perform a pre-drying inspection.

So the **timing of the mold**, is the date of the dry-out work.

MITIGATION VS RESTORATION





ANSI/IICRC S500-2021 definitions are the same or very similar to S500-2015 (no longer ANSI).

IICRC S500-2021 P 19: Defined "MITIGATION"

Mitigate, mitigation: to reduce or minimize further damage to structure, contents and systems in the built environment by controlling the spread of contamination and moisture.



Mitigation is **not** IICRC compliant Restoration.

Another name for Mitigation is In-Place (Surface Only)

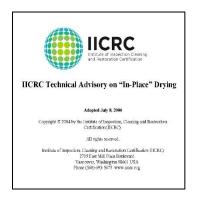
Drying or Stabilization

Emergency Water Damage <u>Mitigation</u> in theory is meant to stabilize the structure while the Carrier sends out an adjuster to assess the situation prior to Restoration.

But as a rule, Carrier Mitigation / In-Place (Surface Only) Drying is performed instead of IICRC Compliant Restoration.

LEAVING INCOMPLETE DRYING AND SICK MOLD-INFESTED HOMES WITH WALLS SATURATED WITH ILLEGAL BIOCIDES TO HIDE/COVER UP MOLD.

IICRC Defined: In-Place (Surface Only) Drying



- In-Place (Surface Only) Drying (IPD), also called Structural Drying or Carriers like to call it Stabilization or **Mitigation** was introduced in 2004 by IICRC in this Technical Advisory* as a means of dramatically reducing the cost of Water Damage Restoration.
 - IPD, a "method of drying components, without significant removal of furnishings or fixtures."
- The IICRC Advisory about the feasibility of In-Place (Surface Only)
 Drying did not include any research or studies to back it up and was
 heavily influenced by equipment manufactures as IPD uses massive
 amounts of equipment and chemicals/biocides. Nevertheless ...

*https://www.scrt.org/scrt-free-reports/42-technical-advisory-on-in-place-drying/file

Sounds too good to be true. And it is too good to be true.

- In-Place (Surface Only) Drying was featured/endorsed as an Approved Restoration Standard in IICRC S500-2006 (3rd Edition) and quickly adopted by Carriers (and Independents.)
 - But In-Place Drying (IPD) is no longer an approved restoration procedure in later versions of IICRC \$500 because IPD was found to result in mold, incomplete drying, and the inappropriate and/or illegal use of biocides to cover up microbial growth.



Sounds too good to be true. And it is too good to be true.

- In-Place (Surface Only) Drying
 - Even though no longer an IICRC approved water damage estoration procedure.
 - Even though IICRC found In-Place (Surface Only)
 Drying always results in mold, incomplete drying, and the illegal use of biocides to cover up failed dry-out.

Discredited In-Place (Surface Only) Drying is still the only drying procedure performed by Carrier WRTs.



MITIGATION / IN-PLACE DRYING IS SMOKE & MIRRORS

▲ CAUTION

Carrier WRT Mitigation / In-Place (Surface Only) Drying (IPD) is Smoke and Mirrors.

- A huge amount of equipment is brought into the home to appear to be doing some good. Just Smoke and Mirrors. A scheme/scam.
 - A bunch of equipment calculations are performed because if you use math and formulas, the procedures must be scientific and if scientific will guarantee success.



- The walls are dried until the surfaces test dry.
- Then surfaces are sprayed with biocides to control / cover up microbial growth and odor.
- Followed by stain killer.

FIND THE MOLD, PROVE NEGLIGENT/FAILED/SUB-STANDARD CARRIER DRY-OUT.

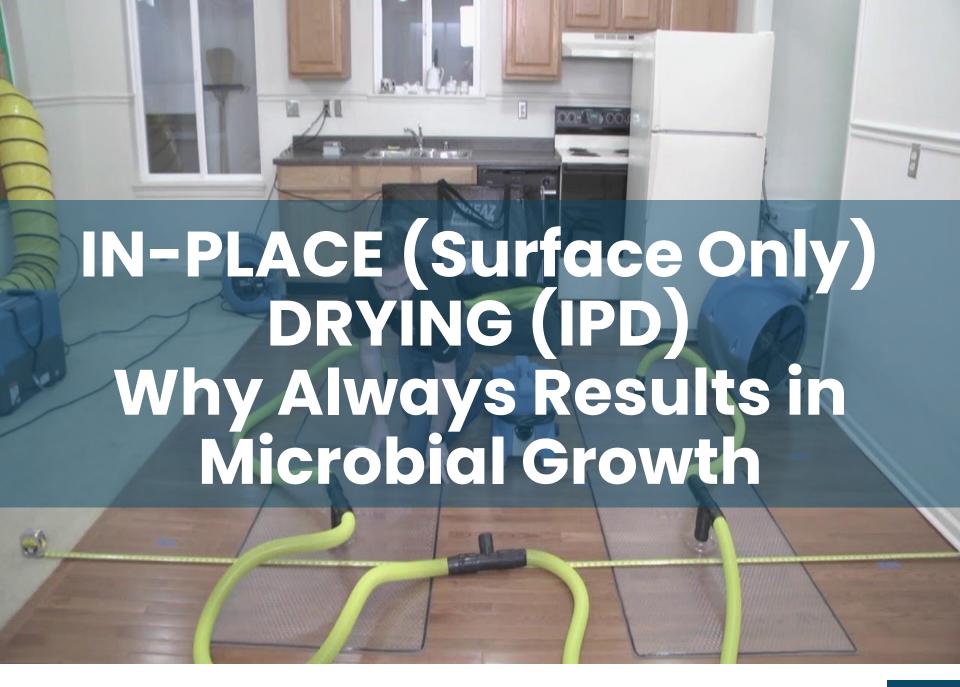
OPEN NEW CLAIM. COL: FAILED WRT. NO CAPS.

In-Place Drying Definition Continued

 In-Place Drying (Surface only) Drying (IPD) is performed by blowing air on surfaces without removal of furnishings, trim, structural components, or fixtures.

- Examples:
 - Carpet & pad "dried" in-place (floated).
 Not detached or removed.
 - Walls "dried" in place (without opening)
 often without first removing baseboards to
 check for pre-existing mold.
 - Cabinets "dried" without first removing toe kicks.
 - Kitchens "dried" without first removing dishwasher, refrigerator, stove to check for mold.

Always followed by inappropriate and llegal use of biocides to cover up resultant mold and bacteria growth/odors.



In-Place Drying DOES NOT WORK. Results in Microbial Growth

- The following peer-reviewed study published in 2012 by Jim Holland, one of the IICRC \$500-2015 Editors, shows microbial growth after a water event is so fast that In-Place Surface Only Drying (IPD) is not in any way practical in a real world environment. Always microbial growth after IPD.
- Subsequently IPD first introduced in S500-2006 was eliminated from ANSI/IICRC S500-2015.

In-Place Drying no longer a part of the Accepted Standard of Care for Water Damage Restoration.

But IPD is still the only Carrier drying method.



Research Shows: Category of Water Quickly Changes

J Environ Health. 2012 May;74(9):8-14: quiz 47.

Bacterial amplification and in-place carpet drying: implications for category 1 water intrusion restoration

Jim Holland ¹, John Banta, Boni Passmore, Mark Ayers, Sean P Abbott, Eugene C Cole Affiliations

Affiliation

1 Public Health Faculty, Brigham Young University, Department of Health Science, Provo, UT 84602, USA.

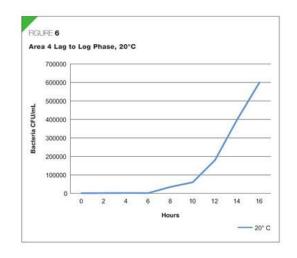
PMID: 22590846

Abstract

The study described in this article investigated whether in-place carpet drying processes resulted in bacterial amplification following water intrusion from a clean water source (category 1) in a residential indoor environment. Bacterial amplification was examined after wetting a 10-year-old carpet and pad that had no history of water intrusion. Three test areas were extracted and dried using industry-recommended procedures for in-place drying and compared to a control area that was not extracted or dried. Results from carpet, pad, and subsurface dust demonstrated that bacterial amplification occurred in all test areas. CFUs of bacteria per gram of carpet surface dust and subsurface dust prior to water intrusion were lower than levels in subsurface dust after in-place drying. The authors' study contributes to information regarding the restoration of water-based carpet damage by professional water damage restoration companies, building maintenance personnel, and housekeeping managers. Results suggest that the appropriate response time for carpet pad salvage is considerably shorter than the current industry recommendation of 72 hours.

Clean Water Turns to Not Clean Water In 8-12 Hours

- Floors [and areas underneath cabinets] will always have mold and bacteria contaminants on them.
- No mater how clean floors look, a water discharge/event will always pick up microbial contaminants and quickly turn Clean Water into Not Clean (microbial contaminated) water.



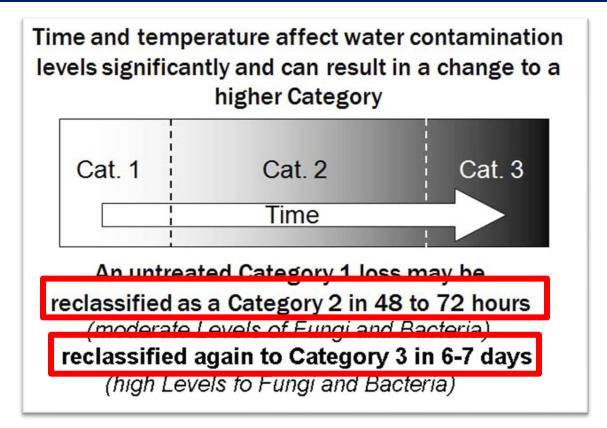
IICRC does not permit drying if there is microbial contamination.

This pivotal study, published in 2012, by Jim Holland Editor IICRC S500-2015 shows that even at relatively cool temperature (20 degrees Celsius) wet material is no longer clean of microbial growth after 8-12 hours.

Shows that bacteria grow so fast, there never is a clean water event. Odor indicates water has turned.

IPD NEVER is appropriate!

Categories of Water Change Quickly (From IICRC)



Per IICRC, clean (CAT 1) water quickly turns to microbial contaminated (Cat 2/3) water which requires material removal.

Per IICRC: Do not dry if Cat 2/3.

SECTION CONCLUSIONS: NO IPD

As a result of the Holland study, In-Place (Surface Only)
Drying first introduced in S500-2006 (3rd Edition) was
removed from S500-2015 4th Edition (and future editions)
because in the real world (not fake IICRC ASD dry houses)
it is not possible to dry in place before there is microbial
growth.

Currently to be compliant with ANSI/IICCR S500, one must first perform an IICRC defined Initial (Pre-Drying) Water Damage Inspection that includes opening cavities to check for mold and bacteria odors before drying; and similarly inspect for mold and odor after drying (IICRC S500-2021 16.2.4)

IICRC compliant/defined inspections are never performed by Carrier WRTs.

Carriers NEVER provide a mold-free guarantee.

SECTION CONCLUSIONS: OPEN NEW CLAIM. NO CAPS

Carrier WRTs continue to perform IPD instead of ANSI/IICRC S500 Approved Restoration.

As a result, there is ALWAYS microbial contamination after Carrier WRT drying.

Perform an IICRC S500 compliant/defined Post-Drying Inspection after Carrier WRT dry-out:

Find and document the mold.

Open a new claim with no CAPS.

Sue the Carrier WRT's Environmental Insurance.

SECTION CONCLUSIONS. ITS ABOUT THE \$\$

Carriers continue to refer these sub-standard WRTs and of course pay for the sub-standard IPD that leaves mold contaminated sick homes and sick occupants. They save money. Putting \$\$ before their policy holders.

How do Carriers continue to get away with IPD?

They promise the Office of Insurance Regulation (see example Section B) that they are IICRC compliant and then completely disregard these promises.





IPD BASED ON WRONG ASSUMPTIONS



Carrier IPD is Based on <u>SIX</u> Often WRONG Assumptions

- The leak is a sudden event. Often or usually wrong.
 - In theory if the leak is a recent/sudden event ... most of the moisture is surface moisture and not deeply bound and can be easily and quickly removed by blowing air on surfaces.
 Often or usually wrong.
- Mold and bacteria grow slowly. Wrong especially in hot and humid Florida.
- There is no prior microbial growth before drying starts. Often or usually wrong.
- 4. Somehow wet areas will completely dry inside of walls, even behind low permeance (hard to dry) baseboards, low permeance (hard to dry) cabinets, etc. in 3-4 days of blowing air on surfaces and there will be no mold/microbial growth after Carrier IPD/Mitigation/Stabilization. Always Wrong.
- 5. The response was rapid enough to avoid mold growth (and mold grows fast). Almost always Wrong.
- 6. The heat associated with the drying equipment does not accelerate microbial growth. **Always wrong.**

IICRC Has Recognized That IPD Assumptions Are WRONG

- The reality is that most water events are from longer term, hidden, slow leaks rather than sudden events.
- Yes, there might have been a burst pipe at the defined Date
 of Loss, but in almost all cases it started as a slow / hidden
 leak over many months or years before the pipe ruptured.
- When you allow the Carrier WRT to do the dry-out there is no such thing as pre-existing mold.
- The timing of the mold growth is always the date of the failed dry-out because IICRC does not allow drying if mold is present.
- Cause of mold is always Carrier WRT negligence.



IICRC Has Recognized That IPD Assumptions Are WRONG

- Due to the typically extended length of time of the hidden water exposure there is always or almost always mold, and irreversible damage, and hard to dry, deeply bound water (not surface moisture) behind low permeance (hard to dry) surfaces before drying starts.
- The IICRC found that in the real world (not artificial dry houses) few properties could be reliably restored in 3-4 days (before mold starts growing) by IPD because real homes are:
 - Hard to dry and rarely dry before mold starts to grow; and
 - Response is almost never rapid enough to prevent microbial growth especially in hot and humid Florida.



IPD Wishful Thinking

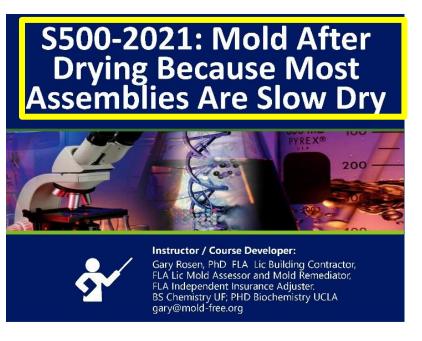
 The notion that wet building components will completely dry inside and out by blowing hot air on them (by IPD) for 3 days and that there would be no resulting mold/microbial growth was all wishful thinking. Welcome to Reality! It does not work. IPD results in mold after drying.

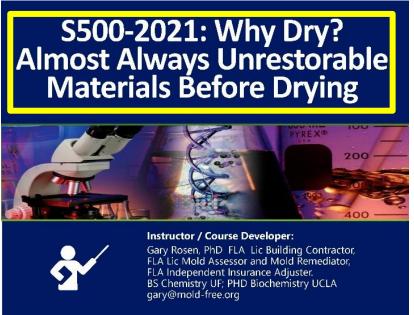
Dreamed up by drying equipment manufacturers who cowrote and sponsored \$500-2006.

- But of course, it was wildly popular.
- And still is, especially among Insurance Carriers, even though discredited and no longer approved in current ANSI/IICRC S500 Water Damage Restoration. Even though IPD (Surface only drying) always results in mold, incomplete drying and inappropriate and/or illegal biocide use.



See www.Free-Mold-Training.org





- Part of Dr. Rosen's DBPR approved training for new Florida Mold Assessors/Remediators.
- Detailed technical treatment of why IPD fails and results in mold.
 Because real Florida homes are hard to dry. Not like fake IICRC dry houses.
- Free as a community service. www.free-mold-training.org

CARRIER DEFINED EWM



What is Carrier-Defined EWM?

- IICRC S500 is a Restoration Standard, not a Mitigation/ Stabilization Standard.
- Carriers mandate Carrier-Defined Emergency Water Mitigation (EWM).
- What is Carrier-Defined EWM? It is IPD (Surface only drying)! And not in any way IICRC \$500 compliant restoration. Always results in mold.



What is Carrier-Defined EWM/IPD (Surface Only Drying)?

 Carrier-Defined EWM/IPD (Surface only drying) does not allow the restorer to follow ANSI-Approved IICRC S500 which is the Professional Standard for Water Damage Restoration (again S500 is not a Mitigation/ Stabilization standard).

Nothing more than IPD (Surface only drying) can take place for the \$2K-\$3K Carriers pay their WRTs.



Carrier-Defined EWM/IPD (Surface Only Drying)

Carrier-Defined EWM/IPD (Surface only drying) is:

- Mopping/bulk water extraction.
- Determining the amount of drying equipment based on IICRC provided mathematical formulas/tables and material "Classification" (classification is how hard to dry.)
- Performing In-Place Surface Only Drying using blowers/fans along with dehumidifiers. (The assumption is if math is involved, the drying will be scientific, meaning perfect.)
- Then why not perform Post-Drying Inspections? Because there is always mold. Equipment formulas are 100% Smoke & Mirrors.
- Followed by spraying with inappropriate and/or illegal biocides to hide/cover up microbial damage and odors.
- Then they follow with stain killers to hide/cover up mold damage and to appear to restore to pre-loss condition.

Carrier-Defined EWM/IPD (Surface Only Drying)

Carrier-Defined EWM/IPD (Surface only drying) has nothing to do with ANSI-Approved IICRC S500 water damage restoration procedures. How do Carriers get away with this?

Carriers tell Tallahassee that Carrier Managed Repair/Preferred Vendor programs are IICRC compliant.

That's the Big Lie in our Industry. See Section B coming up next.



Carrier-Defined EWM/IPD (Surface Only Drying)

 Do Carriers in writing actually tell their WRTs not to follow ANSI-Approved IICRC S500, and to perform discredited IPD (Surface only drying) instead? Of course not.

- Do Carriers tell their WRTs not to perform IICRC compliant (intrusive) inspections to check for hidden mold. Of course not.
- Do Carriers tell their WRTs to illegally spray biocides on drywall and carpet to cover up microbial odors and the appearance of surface mold? Of course not.



No, but IPD (Surface only drying) followed by spraying illegal biocides and stain killers is all that Carriers will pay for.

And if they pay for it, they approve it!

Perform Post-Drying Inspections. Find the mold.

Expose the Big Lie.

Carrier-Defined EWM/IPD. Smoke & Mirrors

- So first the Carrier WRT "Mitigates/Stabilizes" rather than "Restores" which always delays proper Restoration and causes microbial growth because mold grows fast especially in hot and humid Florida.
- THE BIG LIE
- Per ANSI/IICRC S500, pre-existing microbial contaminated materials must be removed (remediated) before drying. Not dried in place.
 - But Carriers NEVER allow their WRTs to perform either pre or post drying required IICRC-compliant inspections, so mold never found. All Smoke & Mirrors.

For Carriers, it costs too much to comply with IICRC. But they don't have to because they tell Tallahassee they do.

That's why we need to find the mold after Carrier dry-out. Expose the scam. Expose the Smoke & Mirrors.

Expose the Big Lie.



RECOMMENDATION

- 1. After a water event, let the Carrier send out their WRT.
- The Carrier WRT will not perform a required intrusive S500 Initial Water Damage Inspection before drying. (Because if there is mold do not dry. Remediate. Remove only.) Carrier WRTs will dry.
- 3. Cheaper for Carrier to Dry than to Remediate (remove/replace).
- 4. Document the mold (high quality pictures and testing) after drying by performing an IICRC required intrusive S500 Post-Drying Water Damage Assessment.
- 5. Once you document that the Carrier WRT work has left mold, open a New Claim to repair the home. Why?
- Because drying is not allowed if there is mold before drying, therefore if mold after drying: Cause of Loss/Cause of Mold = Failed Drying. Timing of Loss/Mold = The time of the drying.
- 7. Open New claim. No Caps.

Why Carrier WRT Work is Often or Usually Illegal.

- Carriers then pay the WRTs to cover up the improperly dried, mold contaminated materials with illegal biocides and stain killers.
- 2. If there is > 10 sq ft of mold after drying, the dryout work and application of biocides (preventive activities) are **illegal** mold remediation according to FLA Mold Law.

Document the illegal Carrier WRT work.
Open a new claim. No Caps.



Final Thought

The word that comes to mind for these non-IICRC S500 compliant, horrible Carrier drying programs that cover up sick mold infested homes with stain killers and illegal biocides is FRAUD.

Ugly word. But what better word describes these disgraceful practices.

When an Independent does the job right and charges more than the \$2K to \$3K that Carriers pay their Managed Repair / Preferred Vendor WRTs, Carriers call it Abuse.

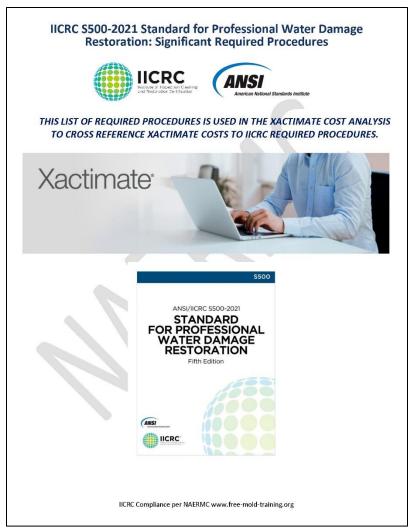
Find the mold after Carrier WRT Drying.
Find the FRAUD.

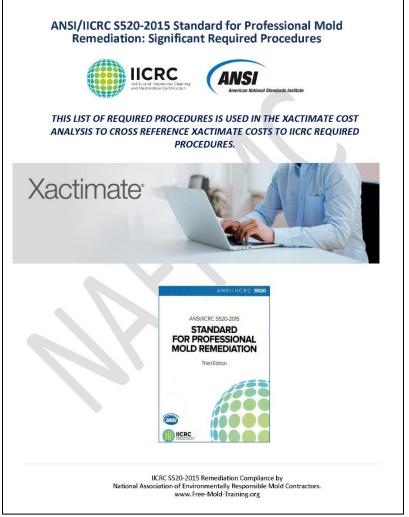
HAVE THE POST-REMEDIATION INTRUSIVE INSPECTION PERFORMED BY A NAERMC CERTIFIED ASSESSOR



Florida Licensed Mold Assessors: Get your NAERMC Water Damage Mitigation Assessor certification by taking the 2 hour Zoom training: "Anatomy Of A \$3K ANSI/IICRC S500 Compliant Forensic Water Damage Inspection"

WE PROVIDE A FREE REFERENCE, LISTING ALL SIGNIFICANT REQUIRED IICRC \$500/520 PROCEDURES.







Promises Made. Promises Broken.

- In Section B you will see an example of a Carrier that says they are industry standard compliant but admits they have no knowledge of what is compliant or is not compliant.
- This goes for all Carriers.
- They ALL promise compliance with Industry Standards but NEVER comply.
- They only pay their Managed Repair Contractors for low cost, illegal, non-compliant work.
- Coming Up Next.



"How We Expose" Sections B, C, D Contact <u>Gary@mold-free.org</u> for more info.

- Critique of Citizens Managed Repair Brochure.
 Broken Promises. Example of Citizens Promising.
 IICRC Compliance to Tallahassee.
 - Citizens Contractor Connection Contract Excerpts with Comments.
- Attorney Questions for Dry-Out Contractors