ATTORNEY-CLIENT WORK PRODUCT; DELIBERATIVE PROCESS PRIVILEGE

Background

This checklist is intended to assist U.S. port and local health authorities in their deliberations with cruise ship operators seeking to enter into agreements with port and local health authorities with jurisdiction where a ship intends to dock or make port during one or more simulated voyages and commence restricted passenger voyages under CDC's <u>Conditional Sailing Order</u> (CSO).

As required under the CSO, a cruise ship operator's agreement with U.S. port authorities and local health authorities must include the following elements: (1) a port agreement between the cruise ship operator and port authority to determine the number of cruise ships operating out of any single port in order to not overburden the public health response resources of any single jurisdiction in the event of a COVID-19 outbreak; (2) medical care agreements between the cruise ship operator and health care entities, addressing evacuation and medical transport to onshore hospitals for passengers and crew in need of medical care, in accordance with CDC technical instructions and orders; and (3) housing agreements between the cruise ship operator and one or more shoreside facilities for isolation and quarantine of passengers or crew members with COVID-19 and close contacts, identified from the day of embarkation through disembarkation for each voyage.

This checklist is not intended as, and does not constitute, a comprehensive statement regarding a cruise ship operator's duties and obligations under the CSO. This checklist reflects CDC's reasoned judgement based on the best available current science regarding the subject areas covered in the document. U.S. port, and local public health authorities should carefully consider each item within this checklist in developing their own jurisdiction's health and safety protocols.

In deliberating with cruise ship operators, U.S. port and local health authorities consistent with their own jurisdiction's legal authorities, needs, and local considerations may impose additional requirements that reflect a higher level of public health protection than in this checklist and do not otherwise conflict with CDC's exercise of federal authority.

For the purpose of this checklist and the Technical Instructions for a Cruise Ship Operator's Agreement with Port and Local Health Authorities under CDC's Framework for Conditional Sailing Order only, the following definitions apply:

- "<u>local health authorities</u>" refers to all health departments responsible for implementing state, territorial, and local laws relating to public health (e.g., city, county, territorial, and/or state health departments) and exercising jurisdiction over the U.S. port where the cruise ship operator intends to conduct one or more simulated voyages and commence restricted passenger operations.
- "U.S. port authorities" refers to officials responsible for exercising oversight and control over the U.S. port where the cruise ship operator intends to conduct one or more simulated voyages and commence restricted passenger operations.

Cruise Ship Operator and Ship Information Name of Cruise Ship Operator: Name of Cruise Ship(s): Port of Embarkation/Debarkation:

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC's Framework for Conditional Sailing Order (CSO)



Genera	l Terms aı	nd Conditions		
1.		Includes contact information for all parties to the agreements, including the cruise ship operator, U.S. port authority where the cruise ship operator intends to conduct one or more simulated voyages and commence restricted passenger operations, and all health departments exercising jurisdiction over the port. The signatories to the agreement must include the following:		
		a) The cruise ship operator's responsible officials, meaning the Chief Executive Officer (or equivalent) of the operating cruise company and all parent companies, the Chief Compliance Officer (or equivalent) of the operating cruise company and all parent companies, and the highest-ranking Medical Officer of the operating cruise company and all parent companies.		
		 b) The highest-ranking officials for all relevant local public health authorities, except that such authorities may delegate at their own discretion. 		
		c) The U.S. port authority's highest-ranking official. This individual will typically be designated as the Port Director/Chief Executive Officer.		
2.		Lists the cruise ship operator's ships covered by the terms of the agreement. Only those cruise ships specifically listed by name in the agreement are covered by its terms.		
3.		Includes total number of ships (including maximum number of travelers [passengers and crew]) permitted to operate, make port, embark, or disembark. The parties to the agreement should jointly consider the number of ships (including maximum number of travelers [passengers and crew]) that can safely operate, make port, embark, or disembark at any one time without exceeding the ability of local public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19.		
		 a) Includes brief explanation of the factors relied upon by all parties in determining these numbers. 		
4.		 Specifies the following: number of ships that will be permitted to make port, embark, and disembark, hours of the day and days of the week and during which these activities will occur, and maximum number of travelers permitted during those hours and on those days. 		
5.		Includes clause maintaining the right of the parties to the agreement to modify, amend, or rescind the agreement. The parties should also maintain the right to temporarily suspend or rescind an agreement if resources in the local community (e.g., local public health, port authorities, hospital, or emergency response personnel) become insufficient to adequately respond to a public health emergency onboard a cruise ship.		
6.		Includes plan to monitor and enforce compliance with the agreement.		
7.		Includes requirements for reporting of cases identified during a voyage to the local health authorities, including thresholds for reporting, timelines, reporting mechanisms, and points of contact. Such reporting requirements, if any, should be incorporated into the agreement and may be in addition to but not to replace CDC-mandated reporting by cruise ship operators.		
Port Components				
1.		Specifies embarkation procedures that the cruise ship operator intends to use during		

	simulated voyages and restricted passenger voyages. These embarkation procedures must be designed insofar as possible to minimize contact between travelers and port
	personnel. CDC may request that the parties modify or amend the agreement to reflect changes to embarkation procedures based on "lessons learned" from the cruise ship
	operator's simulated voyage(s) as described in the after-action report for each voyage.
2.	Specifies procedures for day-of-embarkation screening for <u>signs and symptoms of COVID-19</u> , laboratory testing of travelers, including testing locations and management of individuals who test positive and their close contacts.
3.	Includes emergency response plans in the event of a "worst case" scenario of multiple ships' experiencing simultaneous outbreaks of COVID-19. If the port authority intends to allow more than one cruise line to operate at its port facilities, then the port authority and local public health authorities should jointly consider emergency response plans involving a "worst case" scenario of multiple ships from multiple cruise lines' experiencing simultaneous outbreaks of COVID-19.
4.	Includes clear protocols for contacting emergency medical services while at port for exigent circumstances not covered by the hospital component of the agreement (e.g., a medical emergency such as a heart attack not related to COVID-19).
5.	Includes clear protocols that avoid medical evacuations at sea to the greatest extent possible for both COVID-19 and non-COVID-19 related medical reasons. Protocols rely on commercial resources (e.g., ship tender, chartered standby vessel, chartered airlift) for unavoidable medical evacuation at sea and are designed to minimize the burden to the greatest extent possible on Federal, State, and Local government resources, including U.S. Coast Guard resources. All medical evacuations at sea must be coordinated with the U.S. Coast Guard.
6.	Specifies disembarkation procedures that will be implemented in the event of an outbreak of COVID-19, and that the cruise ship operator intends to use during simulated voyages and restricted passenger voyages. CDC may request that the parties modify or amend the agreement to reflect changes to disembarkation procedures based on "lessons learned" from the cruise ship operator's simulated voyage(s) as described in the afteraction report for each voyage.
	Specifies procedures to:
7	a) Specifies procedures to avoid congregating of embarking and disembarking travelers (passengers and/or crew).
7.	b) Specifies procedures to ensure disembarking and embarking travelers do not occupy the same enclosed or semi-enclosed areas (e.g., gangways, terminal waiting spaces, check-in areas) within the same 12-hour period.
	c) Specifies procedures to ensure disembarking and embarking travelers from different ships do not occupy the same enclosed or semi-enclosed areas (e.g., gangways, terminal waiting spaces, check-in areas) within the same 12-hour period.
8.	Includes procedures for informing port personnel that are expected to interact with travelers (passengers and/or crew) of the risks of COVID-19 and how to <u>prevent exposure</u> .
9.	Considers incorporating specific procedures for routine testing and symptom monitoring of port personnel that are expected to interact with travelers (passengers and/or crew). This includes the following personnel:
	a) Port agents/greeters

		b) Security personnel
		c) Transportation staff
		d) Baggage handlers
		e) Check-in staff
		f) Cleaners/janitorial staff
		g) Longshoremen
		h) Maritime pilots
		i) Delivery drivers
10.		Includes routine and outbreak-level cleaning procedures for areas where travelers are reasonably expected to gather or otherwise make use of, including terminals and restrooms. In addition, includes routine and outbreak-level cleaning procedures for transportation vehicles under a cruise lines' control (e.g., buses, shuttle vans). For more information about cleaning and disinfection, please refer to CDC's Detailed Disinfecting Guidance for Facilities and Cleaning and Disinfection for Non-emergency Transport-Vehicles .
		 a) It is recommended that commercial transportation companies/drivers be provided with information on cleaning procedures (taxi, ride share services, parking lot shuttle vans). For this industry, please refer to CDC's COVID-19 webpage for <u>Specific Industries</u>.
Medica	al Care Cor	nponents
		Includes documentation of contractual arrangements to provide for the emergency
1.		medical transportation of critically ill persons with suspected or confirmed COVID-19 from the ship to a shoreside medical facility in such as manner as to minimize potential for exposure.
2.		Includes documentation of contractual arrangements with a shoreside medical facility or healthcare system or multiple shoreside medical facilities or healthcare systems with redundant capacities to ensure that travelers receive appropriate clinical evaluation, including testing, and medical care when needed.
		 a) This requirement is to reduce the need to divert patients to other medical facilities or healthcare systems that do not have such a contractual arrangement with the cruise ship operator.
		b) If the cruise ship operator intends to rely on the services of a single medical facility or healthcare system, it must document that it has made contractual arrangements with a second medical facility or healthcare system if its primary medical facility or healthcare system is unable to accept additional patients or provide the necessary level of care.
3.		Includes documentation of contractual shoreside medical facilities or healthcare systems either singularly or collectively have enough medical capacity in the judgement of the local health authorities to care for travelers if a significant outbreak of COVID-19 occurs on board its ships. The cruise ship operator's contractual shoreside medical facilities or healthcare systems should have enough bed capacity for both potential intensive care and non-intensive care needs, as well as enough capacity to isolate patients with COVID-
		19.
4.		Considers the potential medical care needs of travelers including the capacity of local

		public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19.
		a) Includes brief explanation of the factors relied upon by all parties in determining the capacity of the cruise ship operator's contractual shoreside medical facilities or healthcare systems.
5.		Evaluates the need for further contingency planning to provide medical care to travelers in the event of limited hospital beds, medical personnel, or other factors potentially limiting the capacity of the cruise ship operator's designated shoreside medical facilities or healthcare systems.
		a) Includes brief explanation of the outcome of these deliberations.
Housing	g Compon	nents
1.		Includes documentation of contractual arrangements (or has corporate-owned shoreside housing facilities) in sufficient quantities to meet the shoreside housing needs of travelers (passengers and crew) for isolation and quarantine identified from the day of embarkation through disembarkation for each voyage. The parties may consider the following options for crew who are considered close contacts but have tested negative for COVID-19:
		a) All crew quarantine on board the ship provided that all crew can be housed in single-occupancy cabins with private bathrooms. Essential crew may have a working quarantine (i.e., continue working with appropriate public health measures such as social distancing and face masks).
		b) Essential crew stay on board the ship for a working quarantine (i.e., continue working with appropriate public health measures such as social distancing and face masks) while nonessential crew quarantine shoreside.
		c) All crew quarantine shoreside and essential crew are replaced with a contingent of alternate personnel.
2.		Considers where the ship will be physically located during the isolation and quarantine period (i.e., at the pier or at anchor). In addition, considers the potential housing needs of travelers including the capacity of local public health, port authorities, hospital, and other emergency response personnel to oversee and monitor the housing needs of travelers under isolation and quarantine.
		 a) Includes brief explanation of the factors relied upon by all parties in determining the sufficiency of the cruise ship operator's contractual or corporate-owned shoreside housing facilities.
3.		Includes documentation of contractual arrangements (or has corporate-owned shoreside housing facilities) in sufficient quantities as determined by the local health authorities to meet the housing needs of travelers until they meet CDC's <u>criteria to discontinue isolation</u> or for the <u>CDC-recommended quarantine period</u> .
4.		Includes documentation of arrangements (or has corporate-owned vehicles) in sufficient quantities to meet the transportation needs of all travelers from the ship to the shoreside housing facilities and from the shoreside housing facility to the contractual medical facilities or healthcare systems if needed with precautions in place to avoid exposure of vehicle operators.
5.		Shoreside housing meets CDC guidelines for isolation or quarantine including separate bedrooms, bathrooms, and no shared living spaces for individuals who are not part of the

		same household, and the ability to separate infected persons within households from
		those not known to be infected.
6.		Shoreside housing provides separate ventilation systems for all travelers who are not part
		of the same household.
		Considers the following needs of travelers (passengers and crew) under quarantine and
		isolation and includes brief explanation of the outcome of these deliberations in the
		agreement:
		a) Availability and frequency of testing including the logistics of specimen
		collection and transportation of specimens to laboratories for testing.
		b) Availability of mental health services, pharmacy delivery, and other essential
		services.
		c) Availability of security, including legal considerations, to prevent travelers
	П	from violating the terms of any mandatory isolation or quarantine, and a
		mechanism to notify public health authorities immediately in the event that a
		traveler attempts to violate such terms.
		d) A check-in process, including delivery of luggage, designed insofar as possible
7.		to minimize contact between exposed travelers and unexposed persons.
		e) Procedures to ensure the daily monitoring of travelers in quarantine, including
		points of contact for travelers to notify if symptoms develop in between
		symptom checks.
		f) Procedures to minimize contact between travelers in quarantine and/or
		isolation and support staff, while still ensuring the delivery of essential
		services:
		i. Food delivery
		ii. Laundry services
		iii. Cleaning and linen change
		iv. Garbage pick up
		v. Post-quarantine <u>cleaning and disinfection</u> procedures
		g) Post-isolation and post-quarantine procedures to allow travelers to safely
		return to their home communities.
Final St	ер	
		The agreement is signed and executed, and a copy (including all attachments, exhibits,
1.		and annexes) is provided to CDC by the cruise ship operator, prior to CDC approving a
		cruise ship operator's request to embark non-essential crew.