



Technical Instructions for a Foreign-Flagged Cruise Ship Operator’s Agreement with Port and Local Health Authorities under CDC’s COVID–19 Program for Cruise Ships Operating in U.S. Waters



CDC’s Temporary Extension & Modification of Framework for Conditional Sailing Order (CSO) expired on January 15, 2022. CDC recommends that cruise ships operating in U.S. waters choose to participate in [CDC’s COVID-19 Program for Cruise Ships](#).

Summary of Recent Updates

~~February 09, 2022~~

Updated language for new COVID-19 Program for Cruise Ships Operating in U.S. Waters.

Audience

This section is intended to assist foreign-flagged cruise ship^[1] operators that have chosen to voluntarily opt into CDC’s COVID-19 Program for Cruise Ships in documenting the approval of U.S. port and local health authorities in developing medical care, housing, and port components.

[1] U.S.-flagged cruise ships may follow CDC’s COVID-19 Program for Cruise Ships at the cruise ship operator’s discretion.

Purpose

Cruise ship operators that have voluntarily chosen to opt-in to CDC’s COVID-19 Program for Cruise Ships must document the approval of all U.S. port and local health authorities where the ship intends to dock or make port during one or more passenger voyages.

In deliberating with cruise ship operators, U.S. port authorities 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 document.

General Components of a Foreign-Flagged Cruise Ship Operator’s Agreement with Port and Local Health Authorities

- For the purpose of these technical instructions only, “[local health authorities](#)” 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

commence passenger operations.

- For the purpose of these technical instructions only, “U.S. port authorities” refers to the local officials responsible for exercising oversight and control over the U.S. port where the cruise ship operator intends to commence passenger operations.

Such written approval must include the following general terms and conditions:

1. The parties to the agreement are the cruise ship operator, U.S. port authority where the cruise ship operator intends to conduct one or more passenger voyages, and all health departments exercising jurisdiction over the port.
2. The agreement must include a port operations component, a medical care plan component, and a housing component meeting the requirements of these technical instructions. These components should be attached as annexes to the agreement and will be deemed to constitute a part of the agreement.
3. There should be one agreement between the cruise ship operator and all relevant U.S. port and local health authorities per port. If it is expected that more than one cruise ship operator will be operating ships out of the U.S. port, then the relevant U.S. port and local health authorities should enter into separate agreements with each cruise ship operator. CDC does not seek to limit the number of separate agreements that U.S. port and local health authorities may enter into with cruise ship operators but defers to these authorities.
4. Deliberations should be conducted jointly between the cruise ship operator and all relevant U.S. port and local health authorities.
5. Cruise ship operators should not enter into separate agreements with U.S. port and local health authorities. However, the agreement may be executed in any number of separate counterparts, all of which when taken together will constitute one and the same agreement.
6. The agreement is intended solely for the benefit of the parties involved. The agreement should not be viewed as conveying any rights or benefits on any third parties not a party to the agreement.
7. The agreement must specifically list the names of the cruise ship operator's ships covered by the terms of the agreement.
8. The agreement must include the 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. The agreement should briefly explain the factors relied upon by all parties in determining these numbers, including the potential for COVID-19 variants, which could undermine vaccine efficacy.
9. The agreement must be specific regarding 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.
10. If the port authority intends to allow more than one cruise ship operator to operate at its port facilities, then the port authority and local public health authorities should jointly consider the number of ships and maximum number of travelers (passengers and crew) that can safely operate, make port, embark, or disembark at any one time. Specifically, the parties should consider whether allowing multiple cruise ships to operate at any one time would potentially overwhelm necessary medical supplies or the ability of local public health, port authorities, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19, particularly if the jurisdiction experiences an unanticipated simultaneous surge of cases.
11. Parties to the agreement should maintain the right to modify, amend, or rescind the agreement. The cruise ship operator must immediately notify the CDC if an agreement is modified, amended, or rescinded. The parties should also jointly consider the need to temporarily suspend or rescind an agreement if resources in the local community (e.g., local public health, port authority, hospital, or emergency response personnel) become insufficient to adequately respond to an onboard outbreak of COVID-19 on a cruise ship.
12. U.S. port authorities and local health authorities should monitor and enforce compliance with the agreement. However, if the U.S. port and/or local health authorities choose to temporarily suspend or rescind the agreement, such suspension or rescission cannot deny a cruise ships' ability to make port as approved by the CDC if on a voyage.
13. Local health authorities should determine their requirements for reporting of cases identified during a voyage, 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 replace CDC-mandated reporting by cruise ship operators.
14. The agreement must be signed and executed, and a copy (including all attachments, exhibits, and annexes) provided to CDC, prior to resuming passenger operations from the port. Agreements previously submitted to CDC by cruise ship operators before the expiration of the Conditional Sailing Order (CSO) do not need to be resubmitted.

15. The signatories to the agreement must include the following:
 - At least one of the cruise ship operator's responsible official, such as the Chief Executive Officer (or equivalent), the Chief Compliance Officer (or equivalent), or the highest-ranking Medical Officer.
 - The highest-ranking officials for all relevant local public health authorities, except that such officials may delegate at their own discretion.
 - The U.S. port authority's highest-ranking official. This individual will typically be designated as the Port Director/Chief Executive Officer.
16. A checklist for the agreements listed below will be available by email upon request. U.S. port authorities, local health authorities, and cruise ship operators may contact CDC at eocevent349@cdc.gov for these templates. The request should include "Agreements Checklist" in the subject line.

Additional Port Components of a Foreign-Flagged Cruise Ship Operator's Agreement with Port and Local Health Authorities

Parties to an agreement between a cruise ship operator and U.S. port and local health authorities should ensure that the agreement additionally incorporates the following components relating to maintaining the health and safety of port personnel:

1. The agreement must specify embarkation procedures that the cruise ship operator intends to use during 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 CDC cruise ship inspections. .
2. The agreement must specify procedures for day-of-embarkation screening for [signs and symptoms of COVID-19](#) and laboratory testing of travelers, including testing locations and management of individuals who test positive and their close contacts.
3. The agreement must include 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 ship operator 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 ship operators experiencing simultaneous outbreaks of COVID-19.
4. The agreement must include 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 not related to COVID-19, such as a heart attack).
5. The agreement must include 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 must rely on commercial resources (e.g., ship tender, chartered standby vessel, chartered airlift) for unavoidable medical evacuation at sea and be 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. The agreement must specify 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 passenger voyages. CDC may request that the parties modify or amend the agreement to reflect changes to disembarkation procedures based on "lessons learned" from CDC cruise ship inspections.
7. The agreement must specify procedures:
 - to avoid congregating of embarking and disembarking travelers,
 - to ensure disembarking and embarking passengers do not occupy the same enclosed or semi-enclosed areas (e.g., gangways, terminal waiting spaces, check-in areas), to the extent practicable, and
 - 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), to the extent practicable.
8. The agreement must include procedures for informing port personnel who are expected to interact with travelers (passengers and/or crew) of the risks of COVID-19 and how to [prevent exposure](#).
9. It is recommended that the parties to the agreement consider incorporating specific procedures for routine testing and symptom monitoring of port personnel who are expected to interact with travelers (passengers and/or crew).

Additionally, employers should encourage employees to get a COVID-19 vaccine and [stay up to date with COVID-19 vaccinations](#). The [Workplace Vaccination Program](#) webpage has information for employers on recommended policies and practices for encouraging vaccine uptake among workers. These include but are not limited to the following personnel:

- Port agents/greeters
- Security personnel
- Transportation staff
- Baggage handlers
- Check-in staff
- Cleaners/janitorial staff
- Longshoremen
- Maritime pilots
- Delivery drivers

10. The agreement must include routine and outbreak-level cleaning procedures for areas where travelers are reasonably expected to gather or otherwise make use of, including terminals and restrooms. The agreement must also include routine and outbreak-level cleaning procedures for transportation vehicles under a cruise ship operator's 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](#).

- 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 [Specific Industries](#).

Medical Care Components of a Foreign-Flagged Cruise Ship Operator's Agreement with Port and Local Health Authorities

A foreign-flagged cruise ship operator's agreement with all U.S. port and local health authorities where the ship intends to dock or make port must incorporate medical care agreements between the cruise ship operator and health care entities, addressing evacuation and medical transport to onshore hospitals for passengers or crew in need of care in accordance with CDC technical instructions.

Parties to an agreement between a cruise ship operator and U.S. port and local health authorities should ensure that the medical care component of the agreement includes the following:

1. The cruise ship operator must document that it has made arrangements to provide for the emergency medical transportation of critically ill persons with suspected or confirmed COVID-19 from the ship to a shoreside medical facility in such a manner as to minimize potential for exposure.
2. The cruise ship operator must document that it has made 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 an 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 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. The cruise ship operator must document that its 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 an unanticipated outbreak of COVID-19 occurs on board its ships. The cruise ship operator's 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. The parties to the agreement must jointly consider 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. The agreement must briefly explain the factors relied upon by all parties in determining the capacity of the cruise ship operator's shoreside medical facilities or healthcare systems.

5. The parties to the agreement must jointly evaluate 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. The agreement must briefly explain the outcome of these deliberations.

Housing Components of a Foreign-Flagged Cruise Ship Operator's Agreement with Port and Local Health Authorities

A foreign-flagged cruise ship operator's agreement with all U.S. port and local health authorities where the ship intends to dock or make port must incorporate housing agreements between the cruise ship operator and one or more shoreside facilities for isolation and quarantine of persons with suspected or confirmed COVID-19 and close contacts, respectively, identified from the day of embarkation through disembarkation for each voyage, in accordance with CDC technical instructions.

Parties to an agreement between a cruise ship operator and U.S. port and local health authorities should ensure that the housing component of the agreement incorporates the following:

1. The cruise ship operator must document that it has made 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. In determining sufficient quantities of shoreside housing for isolation and quarantine, the parties should consider the potential for COVID-19 variants, which could undermine vaccine efficacy. 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 physical distancing and properly wearing [well-fitting 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 physical distancing and properly wearing [well-fitting face masks](#)) while nonessential crew quarantine shoreside.
 - c. All crew quarantine shoreside and essential crew are replaced with a contingent of alternate personnel.
2. The agreement must consider where the ship will be physically located during the isolation and quarantine period (i.e., at the pier or at anchor). The parties to the agreement must jointly consider 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. The agreement must briefly explain the factors relied upon by all parties in determining the sufficiency of the cruise ship operator's corporate-owned shoreside housing facilities.
3. The cruise ship operator must document that it has made 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 recommended [guidance for ending isolation and quarantine](#).
4. The cruise ship operator must document that it has made 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 medical facilities or healthcare systems if needed with precautions in place to avoid exposure of vehicle operators.
5. Shoreside housing must meet CDC guidelines for isolation or quarantine including separate bedrooms, separate bathrooms, 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 must provide separate ventilation systems for all travelers who are not part of the same household.
7. The parties to the agreement must also jointly consider the following needs of travelers (passengers and crew) under quarantine and isolation and briefly explain 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 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 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 [cleaning and disinfection](#) procedures
- g. Post-isolation and post-quarantine procedures to allow travelers to safely return to their home communities.

Frequently Asked Questions

Can a foreign-flagged cruise ship operator have a multi-port agreement?

Yes, the cruise ship operator may enter into a multi-port agreement (as opposed to a single port agreement) provided that all relevant port and local health authorities (including the state health authorities) are signatories to the agreement. Such multi-port agreements may be particularly suitable if one port has limited medical or housing capacity and a nearby port is able to supplement these capacities.

What if shoreside medical facilities and healthcare systems cannot accommodate the medical needs of cruise ship passengers and crew?

CDC acknowledges that shoreside medical facilities and healthcare systems cannot guarantee bed capacity. In documenting a foreign-flagged cruise ship operator's arrangements with such facilities or systems, redundant contracts, or contracts allowing for preferential acceptance of patients on a space available basis, are considered acceptable.

Considering many travelers will be able to use their own personal vehicles to safely return to their residences after cruising, how many arrangements are necessary to meet these housing and transportation components?

In determining whether a foreign-flagged cruise ship operator has arrangements for shoreside housing facilities in sufficient quantities to meet the needs of travelers for isolation or quarantine, the parties to an agreement may consider the ability of travelers to use their own personal vehicles to return safely to their residences. The parties should consider the time needed for travelers to drive to their final destinations to avoid the need for overnight stays en route. The health department at the traveler's final destination must be notified and travelers must be advised to complete their isolation or quarantine at home. For more information, review relevant information on ground transportation in CDC's [Guidance for Transporting or Arranging Transportation by Air of People with COVID-19 or COVID-19 Exposure](#).

CDC routinely works with state and local health departments and the U.S. Department of Homeland Security to prevent travelers from boarding commercial airplanes if they:

- ♦ are known or suspected to have a contagious disease, or
- ♦ were exposed to a contagious disease that poses a threat to the public's health.
 - For more information see [Travel Restrictions to Prevent the Spread of Disease](#).

The parties to an agreement should consider the housing needs of travelers who are unable to return to their residences by private vehicle as they will not be permitted to board commercial flights. Travel by air of people with COVID-19 or close contacts is only permitted in accordance with CDC's [Guidance for Transporting or Arranging Transportation by Air of People with COVID-19 or COVID-19 Exposure](#).

In documenting that the parties to an agreement have deliberated and jointly considered the needs of travelers under quarantine or isolation, including needs relating to security and legal considerations to prevent travelers from violating any mandatory isolation or quarantine, it is assumed that a government entity may issue an order for mandatory isolation or quarantine, and that the cruise ship operator would cooperate with the government entity in addressing security needs.

A standard hotel room with a thermostat on the wall or individual air handling unit is an example of housing that meets the requirement that shoreside housing provide separate ventilation systems for all travelers who are not part of the household.

What if a foreign-flagged cruise ship operator is unable to document the approval of all local health authorities for a port agreement?

In lieu of documenting the approval of all local health authorities of jurisdiction, the cruise ship operator may instead submit to CDC a signed statement from a local health authority, on the health authority’s official letterhead, indicating that the health authority has declined to participate in deliberations and/or sign the port agreement, i.e., a “Statement of Non-Participation.” Additionally, the cruise ship operator can submit to CDC documentation of attempted communication with the local health authority regarding the port agreement if a response is not received or if the local health authority declines to provide a signed statement.

Summary of Previous Changes

November 1, 2021

The definition of cruise ship was narrowed by adding “foreign-flagged,” in accordance with the minor modifications made in the then-existing Temporary Extension & Modification of the CSO. However, *U.S.-flagged* cruise ships previously covered by the CSO could continue to participate voluntarily.