

SECTION F - DELIVERIES OR PERFORMANCE**F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)**

- a. In an effort to protect the community by providing outpatient treatment services, the vendor shall have the capability to immediately place Federal defendants/persons under supervision in outpatient assessment/testing/evaluation/treatment or drug/alcohol testing without regard to any placement backlog or waiting lists.
- b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space, recognizing priority placement above other referrals.
- c. The vendor shall not unilaterally refuse services to any defendant/person under supervision referred by the Judiciary, except where the defendant/person under supervision poses an apparent danger to the vendor's staff or other clients. The vendor shall not deny access to services solely based on the defendant's/person under supervision's current participation in medication-assisted treatment (MAT), medical condition, disability, religion, ethnic origins or criminal record. The vendor shall not refuse service without approval of the Judiciary.
- d. Termination of defendants/persons under supervision from treatment or other authorized services, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Judiciary. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.
- e. The vendor shall not tell defendants/persons under supervision to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

F.2 The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, G, H and I of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.