

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

8	UNITED STATES OF AMERICA,)	NO. CR INSERT
)	
9	Plaintiff,)	
)	DRUG REENTRY ALTERNATIVE
10	vs.)	MODEL (DREAM) CONTRACT AND
)	AGREEMENT TO CONTINUE
11	INSERT NAME OF DEFENDANT,)	SENTENCING
)	
12	Defendant.)	
)	
13	_____)	

INTRODUCTION

You have been invited by the DREAM Executive Review Team to participate in the DREAM program of the Western District of Washington, at Seattle, a post-plea/pre-adjudication program in which you enter a plea pursuant to the terms of a written plea agreement that is held in abeyance while you complete the program.¹ Contingent upon approval by the Court and your agreement to participate in the program and abide by the governing terms of the program as set forth herein, you may participate in the DREAM program to enable intensive treatment, sanction alternatives and incentives to effectively address the substance abuse issues that appear to be contributing causes for your criminal conduct. Successful completion of the DREAM program leads to dismissal of the charges. If you are terminated

¹ The Executive Review team is comprised of the DREAM Judicial Officer, two Assistant United States Attorneys, a U.S. Probation Officer and an Assistant Federal Public Defender. *See* Interagency Agreement, ¶ 3.

1 from the program however, a sentence will be imposed by the Court overseeing the DREAM
2 program based on the guilty plea or pleas previously entered pursuant to the terms of the
3 written plea agreement.

4 **DREAM PROGRAM BASICS**

5 Participation is entirely voluntary but mandates your commitment to at least 12 months
6 with the possibility that your required participation may be extended up to no more 24 months.
7 You will be assigned an attorney from the Federal Public Defender's Office who is a member of
8 the Executive Review Team for the DREAM program. An Assistant United States Attorney,
9 also a member of the Executive Review Team, will be assigned to your case as well. Both the
10 Assistant Federal Public Defender and Assistant United States Attorney(s) will work with the
11 DREAM program's Probation Officer to provide additional support and encouragement for your
12 hoped for success in the DREAM program.

13 The DREAM Executive Review Team, through correspondence from the DREAM
14 Probation Officer, will seek approval for a transfer of your case from the Originating District
15 Judge to the DREAM Judicial Officer. The correspondence will explain the DREAM
16 Executive Review Team's reasons for recommending participation in the DREAM program,
17 and a brief summary of the anticipated plea agreement. If rejected, the case will proceed in the
18 usual course before the Originating District Court. If approved, the Originating District Court
19 will execute an Order transferring your case for all purposes to the DREAM program Judicial
20 Officer.

21 Thereafter the U.S. Probation and Pretrial Services Office will arrange for you to make
22 an initial appearance before the DREAM Judicial Officer. The initial hearing before the
23 DREAM Judicial Officer will be conducted in open court, in the presence of the DREAM
24 Executive Review Team and your original defense counsel. At that time, to proceed further,
25 you will be required to execute this DREAM contract, and enter a guilty plea(s) to one or more
26

1 of the criminal charges against you in the case referenced above, pursuant to the terms of a
2 written plea agreement.² The Court will make a final determination whether to accept your
3 DREAM contract, your guilty plea(s) and the plea agreement before you can begin participation
4 in the DREAM program. Once each of these documents are executed before the DREAM
5 Judicial Officer, and approved by the Court, you are a participant in the DREAM program.

6 As set forth herein, by entering this agreement and the DREAM program, you agree to
7 comply with the directives of your assigned Probation Officer consistent with your Appearance
8 Bond and the terms of this contract including, but not limited to, an agreement to participate in a
9 drug and alcohol evaluation and in any and all treatment and testing recommended as a result of
10 that evaluation. You also agree to drug and alcohol testing for substance use issues, and may
11 also be required to participate in programs designed to address underlying causes of criminal
12 activity. Finally, you must also comply with all conditions of the terms of your post-plea/pre-
13 adjudication written plea agreement.

14 If you successfully complete the DREAM program, then, as specified in the written plea
15 agreement, your guilty plea(s) will be vacated and the criminal charges against you in the case
16 referenced above will be dismissed with prejudice. If you are terminated from the program, you
17 will be sentenced by the Court overseeing the DREAM program based on the guilty plea or
18 pleas previously entered pursuant to the written plea agreement. Although the DREAM Judicial
19 Officer will appreciate and reward genuine attempts to succeed in the DREAM program, the
20 Court may impose a sentence up to and including what would have been imposed if the
21 standard plea was taken, as reflected in the written plea agreement and permitted by law and
22 based on all information available, including your conduct in the DREAM program.

25 ² The written plea agreement will be the result of negotiations by your defense counsel with the
26 government and shall contain terms acceptable to the government, you and your defense counsel.

1 **DREAM PROGRAM APPEARANCES**

2 The time spent in DREAM court is divided into stages and varies based on each
3 participant’s circumstances and progress. However, from the outset – and at a minimum – you
4 will be required to appear before the DREAM Judicial Officer at least once a month to evaluate
5 your progress. The other members of the Executive Review Team will be present and
6 treatment and/or other program providers may be present, as deemed appropriate by the
7 Executive Review Team.

8 Every effort will be made to ensure the time of the appearance does not conflict with
9 your employment or treatment or other programming. Progress reports from the Probation
10 Officer will be provided to the Court and all members of the Executive Review Team at least 24
11 hours prior to your appearance. These reports will describe both successes and problems you
12 have experienced. A copy of the report will be available to you via the Assistant Federal Public
13 Defender.

14 **DREAM PROGRAM TREATMENT AND COUNSELING PROGRAMS**

15 An important part of the DREAM program will be your participation in substance abuse
16 treatment and counseling programs and/or other programs addressing underlying causes of
17 criminal activity as determined necessary by the Probation Officer and the other members of the
18 DREAM Executive Review Team. Treatment and other program providers will be expected to
19 share information regarding your participation and progress in any treatment and counseling
20 programs with all of the members of the DREAM Executive Review Team. Treatment and
21 other program providers may also be present at DREAM court appearances, at which they will
22 be expected to discuss your participation and progress with the DREAM Judicial Officer, in the
23 presence of all of the members of the DREAM Executive Review Team. To enable treatment
24 and other program providers to freely share information regarding your participation and
25 progress in substance abuse treatment and counseling programs and other programs, you will be
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1 required to execute a waiver of confidentiality in the form attached as Exhibit A.

2 **DREAM PROGRAM STATEMENT OF CULPABILITY**

3 Another important part of the DREAM program is your willingness to provide the
4 government all information known about the offense or offenses originally charged. The
5 DREAM program's Assistant United States Attorney and your defense counsel will schedule
6 the meeting after you have been approved for participation in DREAM. The DREAM
7 program's Assistant Federal Public Defender may also be present at the meeting. Every effort
8 will be made to ensure the time of the requisite meeting does not conflict with your employment
9 or treatment or other programming.

10 The government agrees that this statement is not for law enforcement purposes but
11 rather for the sole purpose of confirming your sincere intent to achieve sobriety and participate
12 in DREAM. The fact that you may not have any relevant or other information to provide or that
13 the government is already aware of, will not preclude a determination by the DREAM
14 Executive Review Team that you have complied with this requirement. Further, as noted
15 below, the government agrees that it will not introduce any statement made by you against you
16 in its case-in-chief in any future prosecution in this case, except in a prosecution for perjury or
17 making a false statement, nor may it be used to file additional charges against you or require
18 further cooperation by you.

19 **LIMITED USE OF STATEMENTS MADE DURING**
20 **DREAM PROGRAM APPEARANCES**

21 Your complete candor with the DREAM Executive Review Team and during your DREAM
22 court appearances is expected throughout your participation in the DREAM program. To
23 encourage your candor, the United States Attorney's Office has agreed as follows:

- 24 (A) Except as otherwise provided in subparagraph (B) below, statements made and
25 documents and other information provided by you during and/or in relation to any
26 and all DREAM program proceedings shall not be used
- (i) against you in the government's case-in-chief in any future proceedings,

1 including but not limited to determine the applicable guideline range if
2 terminated from the DREAM program;

3 (ii) to file additional criminal charges against you, except as a basis for
4 prosecution for perjury or making a false statement;

5 (iii) to compel your cooperation against others previously known or unknown,
6 or

7 (iv) to determine the applicable sentencing guideline range if you are terminated
8 from the DREAM program.

9 (B) Except as set forth in paragraph A above, the United States Attorney's Office may
10 use

11 (i) information derived directly or indirectly from DREAM program statements
12 for the purpose of obtaining and pursuing leads to other evidence, which
13 evidence may be used for any purpose;

14 (ii) DREAM program statements and all evidence obtained directly or indirectly
15 from DREAM program statements to refute or counter at any stage of any
16 DREAM proceeding any evidence, argument, statement or representation(s)
17 offered by you or on your behalf in connection with that proceeding; or,

18 (iii) for impeachment purposes in any future proceedings including sentencing.

19 The government's agreements above are limited to the United States's Attorney's Office
20 for the Western District of Washington and does not bind any other federal, state, local, or
21 foreign prosecuting, enforcement, administrative, or regulatory authorities. Moreover, the
22 government's agreement in subparagraph A is limited to DREAM program statements,
23 including statements obtained during the requisite statement of culpability, and does not apply
24 to any statements made or documents or other information provided by you prior to your
25 participation in DREAM or made after your termination from DREAM, whether oral, written,
26 or recorded.

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1 **DREAM PROGRAM SUPERVISION VIOLATIONS AND SANCTIONS**

2 The DREAM program’s Probation Officer is charged with overseeing your supervision
3 and monitoring your compliance with treatment. In preparation for DREAM court appearances,
4 the DREAM Probation Officer will prepare a DREAM Progress Report for the DREAM
5 Judicial Officer and other members of the Executive Review Team. The report will inform the
6 Court and the parties of your conduct on supervision.

7 The DREAM program anticipates that you may struggle during treatment and
8 noncompliant behavior, including relapse, will result in some level of sanctions. However,
9 sanctions imposed are intended to help you succeed in the program. Sanctions may include, but
10 are not limited to:

- 11 • Additional education or writing assignments (for example, write out an
12 explanation for noncompliant behavior and describe a plan to correct it);
- 13 • Order to participate in community service as part of the DREAM
14 program;
- 15 • Judicial reprimand delivered during DREAM court proceedings in front
16 of other DREAM program Participants;
- 17 • Order to return to DREAM program proceedings to observe for a half or
18 full day;
- 19 • Curfew restriction for up to 30 days;
- 20 • Increase in frequency of progress hearings before the DREAM Judicial
21 Officer;
- 22 • Order to complete a term of home confinement (with conditions that may
23 include alcohol monitors and standard location monitoring with GPS);
- 24 • Order to complete a term of up to 30 days at a residential reentry center;
- 25 • Order to complete a term at a residential drug treatment facility;
- 26 • Order to spend up to 7 days in jail;³ and,

³ The 7 day limit applies only to orders for jail time, and does not limit the DREAM Judicial Officer’s ability to order a longer period of time in home confinement, a residential reentry center, or a residential drug treatment facility. Nor does it limit the DREAM Probation Officer’s ability to place a participant in a residential

- Termination from DREAM program.

Factors that will influence the type of sanction employed include the seriousness of the violation, the number of violations, and the amount of time you have remained compliant, either before a first violation, or between violations. In addition, an important factor will be whether you voluntarily disclose the violation. Dishonesty on your part will result in enhanced sanctions. Depending on these factors, any of the sanctions listed above – including termination from the DREAM program – will be available to the DREAM Judicial Officer. Additionally, if appropriate, any or all of the available sanctions may be ordered more than once during the course of a participant’s progress through the DREAM program.

Sanctions imposed should be completed by your next DREAM court appearance, unless the DREAM Judicial Officer allows you more time. You may also be required to report on performance of the sanction at your next DREAM court appearance.

Further, the DREAM Probation Officer need not wait until your scheduled court appearance to address problems with supervision. If you fail to abide by directives of your Probation Officer or if the Probation Officer believes that you have committed other violations of your supervision, the DREAM Probation Officer has the discretion to: 1) contact you directly to address the violation; 2) reach a proposed method of addressing the violation through discussions with members of the Executive Review Team, including the DREAM Judicial Officer; or 3) request the issuance of a warrant for your arrest by the DREAM Judicial Officer.

When expedited action is appropriate and the parties agree on the resolution, the agreed upon sanction or adjustment in treatment can be imposed through a modification without an

reentry center for transitional purposes.

[NO] While the perceived need for a sanction of more than 7 days jail time will ordinarily result in termination from the DREAM program, with a participant's written waiver and the consent of all members of the DREAM Executive Review Team, sanctions of more than 7 days in jail may be imposed by the DREAM Judicial Officer with the understanding that the participant will continue participating in the DREAM program.

1 appearance before the DREAM Judicial Officer. The Probation Officer's DREAM Progress
2 Report will inform the DREAM Judicial Officer however, whether you properly completed the
3 sanction or modification imposed. Failure to complete the ordered modification may result in
4 additional sanctions, including, but not limited to, termination from the program.

5 If you wish to contest the violation(s) alleged, you may do so. A request for a hearing
6 on whether you in fact, committed the alleged conduct will not automatically result in
7 termination from the DREAM program. The only issue at the hearing however, is whether you
8 in fact committed the alleged conduct; it is not an opportunity for you to offer an explanation
9 for the conduct. The DREAM Assistant Federal Public Defender will assist you at the
10 adversarial hearing. And the DREAM Judicial Officer will ultimately decide whether the
11 allegation is true.

12 Finally, the DREAM program is a voluntary program. Therefore, when faced with any
13 sanction, you will always have the option of requesting termination from the DREAM program
14 and proceed to sentencing before the DREAM Judicial Officer.

15 **TERMINATION FROM THE DREAM PROGRAM**

16 Termination from the DREAM program prior to successful completion of its
17 requirements may be voluntary or involuntary. Cause for involuntary termination from the
18 DREAM program include, but is not limited to, the commission of new law violations, repeated
19 drug use, chronic pattern of refusal to cooperate with a treatment or other program provider,
20 repeated refusals to cooperate with the DREAM program's imposed sanctions or to participate
21 in the DREAM program in a meaningful manner. Final decisions regarding involuntary
22 termination from DREAM will be made by the DREAM Judicial Officer.

23 In either case – whether you were involuntarily or voluntarily terminated from further
24 participating in DREAM – the case will be set for sentencing before the DREAM Judicial
25 Officer and you may be detained unless the DREAM Judicial Officer finds that there is a
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1 condition or combination of conditions that reasonably assures your appearance for sentencing
2 or protect the community. The DREAM Judicial Officer will not be bound to provide the
3 benefit of dismissal with prejudice that your plea agreement would have required had you
4 successfully completed the DREAM program. Prior to sentencing, the DREAM Judicial
5 Officer may order the production of a Presentence Report. And at sentencing, the DREAM
6 Judicial Officer may consider in imposing a sentence otherwise consistent with the terms of the
7 written plea agreement, all conduct that has taken place during your participation in the
8 DREAM program, including any failures, sanctions imposed and successes achieved.

9 **GRADUATION AND BENEFITS**

10 Your successful completion of the DREAM program will be determined by the DREAM
11 Judicial Officer and the other members of the Executive Review Team.⁴ Successful completion
12 of the program is subject to the minimum requirement that you demonstrated at least six months
13 of continuous sobriety. Upon successful completion, you will be permitted to withdraw your
14 previously-entered guilty plea(s), and the criminal charges previously pending at the time of
15 your guilty plea(s) will be dismissed with prejudice.

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24 **AGREEMENT TO PARTICIPATE**

25 _____

26 ⁴ As noted above, all participants must participate in DREAM for at least 12 months.

1 **Participant:**

2 I, _____, have read, or someone has read to me in the
3 language I best understand, this Contract and the plea agreement that would be a condition of
4 my participation in the DREAM program. I have discussed this Contract and the plea agreement
5 with my attorney and I understand its terms. I have also discussed with my attorney the
6 DREAM program and I understand that program. I voluntarily agree to participate in the
7 DREAM program subject to the terms set forth in this Contract and the plea agreement. I
8 understand I can revoke my voluntary participation in the DREAM program at any time and
9 have my criminal case set for sentencing before the DREAM Judicial Officer.

10 _____
11 [Signature Date]
12 [Typed Name]

13 **DREAM Assistant Federal Public Defender:**

14 I, Jennifer E. Wellman, the Assistant Federal Public Defender representing the Participant in
15 connection with the DREAM program, have discussed the DREAM program, the plea
16 agreement that would be a condition of participation in the DREAM program, and this Contract
17 with the Participant and the Participant's attorney in the underlying criminal matter. I believe
18 that the Participant understands the DREAM program, the terms of the plea agreement that
19 would be a condition of participation in the DREAM program, and the terms of this Contract,
20 and that the Participant's agreement to participate in the DREAM program subject to the terms
21 of this Contract and the plea agreement that would be a condition of participation in the
22 DREAM program is knowingly and voluntarily made.

23 _____
24 [Signature Date]
25 Jennifer E. Wellman
26 Assistant Federal Public Defender

27 **DREAM Assistant United States Attorney:**

28 I, Robert Westinghouse, the Assistant United States Attorney representing the United States
29 Attorney's Office for the Western District of Washington, in the DREAM program, agree to the
30 terms of this Contract on behalf of the U.S. Attorney's Office and accept the above named
31 Participant into the DREAM program subject to the terms of this Contract and the plea
32 agreement that would be a condition of the Participant's participation in the DREAM program.

33 _____
34 [Signature Date]
35 Mr. Robert Westinghouse
36 Assistant United States Attorney

37 **DREAM Assistant United States Attorney:**

1 I, Kerry Keefe, the Assistant United States Attorney representing the United States Attorney's
2 Office for the Western District of Washington, in the DREAM program, agree to the terms of
3 this Contract on behalf of the U.S. Attorney's Office and accept the above named Participant
4 into the DREAM program subject to the terms of this Contract and the plea agreement that
5 would be a condition of the Participant's participation in the DREAM program.

6 _____
7 [Signature Date]

8 Ms. Kerry Keefe
9 Assistant United States Attorney

10
11 **DREAM U.S. Probation Officer:**

12 I, Connie Smith, the U.S. Probation Officer assigned to the DREAM program, accept the above
13 named Participant into the DREAM program subject to the terms of this Contract and the plea
14 agreement that would be a condition of the Participant's participation in the DREAM program.

15 _____
16 [Signature Date]

17 Ms. Connie Smith
18 Chief, U.S. Probation and Pretrial Services Office

19
20 **DREAM Judicial Officer:**

21 Subject to acceptance of the Participant's guilty plea(s) and plea agreement, the Court hereby
22 accepts the above named Participant into the DREAM Program subject to the terms of this
23 Contract and the plea agreement that would be a condition of the Participant's participation in
24 the DREAM program.

25 _____
26 [Signature Date]

The Honorable Ricardo S. Martinez
U.S. District Court Judge

Exhibit A
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION TO DREAM

1 I, _____, the undersigned, have voluntarily agreed to participate in
2 the Western District of Washington's Drug Reentry Alternative Model (DREAM) program. As part of my participation
3 in the DREAM program, I hereby authorize any and all substance abuse treatment and counseling and other programs
4 to which I may be referred as part of the DREAM program to release confidential information in their records,
5 possession, or knowledge, of whatever nature may now exist or come to exist, to the following participants in the
6 DREAM program: (a) United States District Court for the Western District of Washington; (b) United States Probation
7 and Pretrial Services Office for the Western District of Washington; (c) the Federal Public Defender's Office for the
8 Western District of Washington; and (d) the United States Attorney's Office for the Western District of Washington
9 (collectively, the DREAM Executive Review Team).

6 The confidential information I hereby authorize to be released to the DREAM Executive Review Team will
7 include, without limitation: date of entrance to program; attendance records; urine testing results; type, frequency, and
8 effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of
9 medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from
10 program; and prognosis.

9 I understand that, subject to any exceptions to confidentiality that may apply under federal or state law, the
10 DREAM Executive Review Team may use the confidential information hereby authorized to be released only in
11 connection with their evaluation of my participation and progress in the DREAM program and my compliance or non-
12 compliance with the terms of my diversion, and their evaluation of the effectiveness of the DREAM program as a
13 whole. I also understand that this authorization will remain valid until my termination from the DREAM program,
14 whether successfully or unsuccessfully, at which time this authorization for disclosure of confidential information will
15 expire. I understand, however, that confidential information disclosed pursuant to this authorization may subsequently
16 be used by the United States District Court for the Western District of Washington and/or the United States Probation
17 and Pretrial Services Office for the Western District of Washington, to initiate or support an action alleging a violation
18 of the terms of my diversion and/or to prepare a Presentence Report, make a recommendation regarding sentencing,
19 and determine the appropriate sentence, as a result of which the information may no longer be deemed confidential and
20 may no longer be protected by federal or state law.

16 Finally, I understand that I have the right to revoke this authorization to release confidential information, in
17 writing, at any time by sending written notification to the United States Probation and Pretrial Services Officer assigned
18 to supervise me while participating in the DREAM program. I understand that if I revoke this authorization to release
19 confidential information, I will thereby revoke my authorization for further disclosure of such information. I also
20 understand that if I revoke this authorization to release confidential information before I complete the DREAM
21 program, it may result in my termination from the DREAM program and may be considered a violation of DREAM
22 program rules or of a condition of my DREAM contract.

20 I have read this authorization to release confidential information, have discussed it with my attorney,
21 understand its terms, and by signing below agree to it.

21 _____
Signature Date

[Typed Name]

22 I am the attorney representing the individual signing this authorization to release confidential information in connection
23 with the DREAM program and have discussed the terms of this authorization with this individual. I believe this
24 individual understands the terms of this authorization and that this individual's agreement to sign this authorization is
25 knowingly and voluntarily made.

25 _____
Signature Date

[Typed Name]