

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance takes effect upon passage and approval.

Exhibit A Shared Data Agreement

Attached.

**SHARED DATA AGREEMENT (WITH SUBCONTRACTOR) (18-SDA-89) ILLINOIS
DEPARTMENT OF EMPLOYMENT SECURITY**

This Agreement is entered into on December 1, 2017 by and among the Illinois Department of Employment Security ("IDES") and the City of Chicago-Department of Planning and Development ("RECIPIENT") and AECOM Technical Services, Inc. ("SUBCONTRACTOR").

The purpose of this Agreement is to establish and implement the conditions and procedures that will govern the sharing of data between IDES and RECIPIENT and SUBCONTRACTOR, consistent with federal regulations pertaining to recipients of unemployment information (20 CFR 603); the confidentiality requirements of the Illinois Unemployment Insurance Act (820 ILCS 405/1900); the Illinois Identity Protection Act (5 ILCS 179); the Illinois Personal Information Protection Act (815 ILCS 530); and the Illinois Data Processing Confidentiality Act (30 ILCS 585), all incorporated by reference herein.

TERMS AND CONDITIONS

I. GENERAL

- 1) RECIPIENT affirms and acknowledges that it is an agency of this State, as defined by Section 1-20 of the Illinois Administrative Procedure Act [5 ILCS 100/1-1, et seq.] or of any other State, a local government of this State, as defined by Section 3(a) of the State Mandates Act [30 ILCS 805/1, et seq.] or an agency of the federal government, as defined by 5 USC 551(1) and 5 USC 552(0-
- 2) RECIPIENT and SUBCONTRACTOR affirm and acknowledge that SUBCONTRACTOR is an agent or contractor of RECIPIENT.
- 3) RECIPIENT agrees that as part of the Shared Data Application Process, it submitted to IDES the IDES SDA Purpose Form ["Purpose Form"] and the IDES SDA Internal Controls Questionnaire ["ICQ"] for each entity that shall have access to the shared data. The submitted ICQs are incorporated herein as Attachments B and A, respectively. RECIPIENT certifies that it fully and accurately completed the Purpose Form and ICQ and required SUBCONTRACTOR to do the same. RECIPIENT further agrees that should IDES discover any material misrepresentations or omissions on these forms, IDES retains the right to cancel this Agreement at any time, recover its costs, and require the disposal of all previously disclosed data.
- 4) SUBCONTRACTOR agrees that as part of the Shared Data Application Process, it provided IDES, through RECIPIENT, with a complete and accurate ICQ. SUBCONTRACTOR certifies that it fully and accurately completed the ICQ. SUBCONTRACTOR further agrees that should IDES discover any material misrepresentations or omissions on this form, IDES retains the right to revoke SUBCONTRACTOR'S authority to receive data under this Agreement at any time, recover its costs, and require the disposal of all previously disclosed data in the manner set forth by IDHS. SUBCONTRACTOR also agrees to notify

RECIPIENT and IDES of any changes to the systems or procedures detailed in the ICQ within five (5) business days of such a change.

- 5) RECIPIENT shall notify IDES of any change to the systems or procedures listed in the ICQs within five (5) business days of such a change. RECIPIENT acknowledges that if IDES determines that the system or procedure change unreasonably increases the risk of unauthorized disclosure, it may, in its discretion, terminate the Agreement without providing RECIPIENT the notice set forth in paragraph 29.
- 6) Attachment E contains the current relevant contact information of RECIPIENT. RECIPIENT shall notify IDES of any change to RECIPIENT'S contact information or contact person within five (5) business days of such a change. RECIPIENT acknowledges that failure to notify IDES of any changes within the specified timeframe constitutes a breach of this Agreement and may subject RECIPIENT to the consequences set forth in Section VI.
- 7) Attachment B, incorporated herein, sets forth the specifications of this Agreement, including a description of the specific data requested, an explanation of how the data will be used, the means by which the data will be provided, the frequency of data transmissions, the number and names of RECIPIENT'S and SUBCONTRACTOR'S staff who may have access to the data, the location(s) at which the data will be used, and the legal authority for obtaining access to the data. Notwithstanding any request or specification to the contrary, IDES will only provide the requested data in a secure, automated fashion. IDES will not provide the requested data on paper, compact disc, or other similar media.

II. COSTS

- 8) In exchange for IDES's provision of the shared data, and in accordance with 20 CFR 603.8, RECIPIENT agrees to timely pay all costs associated with the processing and handling of RECIPIENT'S request for such data. This includes, but is not limited to, the costs associated with monitoring RECIPIENT'S and SUBCONTRACTOR'S compliance with this Agreement. Prior to the initiation of this contract, IDES provided RECIPIENT with an estimate of costs, incorporated as Attachment C. RECIPIENT acknowledges that IDES provided this estimate based on the information available and that IDES retains the right to modify the amount due based on the actual costs associated with disclosing the shared data. After being presented with an itemized bill or expenditure report, RECIPIENT agrees to pay, on demand, the full costs associated with producing the shared data.

III. CONFIDENTIALITY AND SAFEGUARDS

- 9) All information obtained by IDES from an individual or employing unit during the administration of the Illinois Unemployment Insurance Act is confidential. As such, the records and information provided by IDES to RECIPIENT or SUBCONTRACTOR are confidential and must be protected from unauthorized use and disclosure. RECIPIENT and SUBCONTRACTOR agree to comply with the policy statement on the protection of social security numbers, set forth in Attachment F incorporated by reference herein.

- 10) RECIPIENT and SUBCONTRACTOR agree that they will only use the shared data for the specific purposes described in this Agreement. Any other dissemination or use of the shared data without the express written authority of the IDES Director is specifically prohibited.

- 11) Authority to request, receive, or obtain the information set forth in this Agreement is restricted to the individuals listed in Attachment D, all of whom are officials or employees of RECIPIENT and SUBCONTRACTOR with a need to access such information for the purposes described in this Agreement. RECIPIENT agrees to restrict access to the shared data to these individuals.
- 12) RECIPIENT and SUBCONTRACTOR agree to store the shared data in a place physically secure from access by individuals other than those listed in Attachment D.
- 13) RECIPIENT and SUBCONTRACTOR agree to store and process shared data maintained in electronic format, such as magnetic tapes or discs, in such a way that it cannot be obtained by any means by individuals other than those listed in Attachment D.
- 14) RECIPIENT and SUBCONTRACTOR agree to take the necessary precautions to ensure that only the individuals listed in Attachment D are given access to the shared data stored in computer systems.
- 15) Any online access to IDES information shall be controlled by RACF™ [Resource Access Control Facility]. IDES will provide authorized users with individual unique RACF User IDs. Individuals accessing IDES data through on-line screens protected by RACF, must use their own unique RACF User ID. Common or shared IDs are expressly prohibited and any attempt to access this data using another individual's RACF User ID, or a common or shared RACF User ID, is unauthorized and may subject the user to the consequences set forth in Section VI.
- 16) RECIPIENT and SUBCONTRACTOR agree to secure the shared data received pursuant to this Agreement and further agree that such data are the property of and shall be disposed of in the manner directed by IDES. Data received pursuant to this Agreement shall be disposed of after the purpose of the Agreement is served. Disposal means the return of the data to IDES or destruction of the data, as directed by IDES. The shared data shall not be archived or sent to a records center and shall not be retained with personal identifiers for any period longer than the term of this Agreement.

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- 17) As a condition of this Agreement, RECIPIENT certifies that it has instructed all persons having access to the shared data, including SUBCONTRACTOR'S personnel, about the confidentiality requirements of this Agreement and the sanctions specified for unauthorized disclosure, including State criminal penalties. RECIPIENT has required all persons who may have access to the data, including SUBCONTRACTOR'S personnel, to complete and sign an acknowledgement form provided by IDES, and has reviewed these forms for accuracy. A list of all eligible employees and a sample acknowledgement form are attached to this Agreement as Attachment D. RECIPIENT shall notify IDES in writing if different or additional personnel require access to the data, and upon IDES approval, shall require these

new or additional persons to complete and sign an acknowledgment form. Failure to collect the appropriate acknowledgment forms constitutes a breach of this Agreement and may subject RECIPIENT to the consequences set forth in Section VI.

- 18) RECIPIENT and SUBCONTRACTOR agree to promptly report to IDES any violation of this Agreement and any unauthorized disclosure or use of the data. As part of this obligation, RECIPIENT agrees to ensure its personnel and SUBCONTRACTOR'S personnel are aware of the anonymous reporting mechanism available through the IDES website.
- 19) Other than as set forth in this Agreement, RECIPIENT shall not subcontract work involving the shared data or disclose the shared data to any agent or contractor without express written permission from the IDES Director and the execution of a new Agreement.
- 20) RECIPIENT and SUBCONTRACTOR further agree to comply with applicable laws, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the shared data, including: federal regulations pertaining to recipients of unemployment compensation information (20 CFR 603); the Illinois Data Processing Confidentiality Act (30 ILCS 585); the Illinois Identity Protection Act (5 ILCS 179); the Illinois Personal Information Protection Act, (815 ILCS 530); and Section 1900 of the Illinois Unemployment Insurance Act (820 ILCS 405/1900), each of which have been incorporated by reference into this Agreement.

IV. COMPLIANCE MONITORING AND RECORD RETENTION

- 21) RECIPIENT agrees that it is responsible for ensuring that SUBCONTRACTOR complies with the terms of this Agreement and the safeguards incorporated therein. RECIPIENT shall take all necessary steps to protect against SUBCONTRACTOR'S breach or its disclosure of the shared data. RECIPIENT and SUBCONTRACTOR acknowledge, however, that this subsection should not be construed as a waiver or limitation of IDES's rights to enforce this Agreement against SUBCONTRACTOR or recover damages as permitted by law.
- 22) RECIPIENT and SUBCONTRACTOR agree to allow IDES to conduct on-site inspections to verify data security and usage while this Agreement is in effect.

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- 23) RECIPIENT and SUBCONTRACTOR agree to retain records regarding data access and data use for a period of three (3) years following the termination of this Agreement. In addition, RECIPIENT shall maintain copies of all acknowledgement forms for the length of this Agreement and for three years following the termination of this Agreement. Failure to maintain the appropriate records constitutes a breach of this Agreement and may subject RECIPIENT to the consequences set forth in Section VI. If the records referenced in this subsection shall become the subject of litigation that lasts longer than the three-year retention requirement, RECIPIENT and SUBCONTRACTOR agree to retain the records until the conclusion of that litigation.
- 24) RECIPIENT and SUBCONTRACTOR agree to provide IDES with audit access during the three (3) years following the termination of this Agreement, and longer in the case of litigation.
- 25) RECIPIENT and SUBCONTRACTOR agree to respond to, in writing, and correct any deficiencies noted by IDES as a result of the auditing or monitoring process.

26) RECIPIENT agrees that it is responsible for ensuring that SUBCONTRACTOR complies with the terms of this Agreement and the safeguards incorporated herein. RECIPIENT shall take all necessary steps to protect against SUBCONTRACTOR'S breach of this Agreement or disclosure of the shared data. RECIPIENT and SUBCONTRACTOR acknowledge, however, that this subsection should not be construed as a waiver or limitation of IDES's rights to enforce this Agreement against SUBCONTRACTOR or recover damages as permitted by law.

V. CONTRACT DATES AND TERMINATION

27) RECIPIENT'S authority to request, receive or obtain the information set forth in this Agreement shall become effective December 1, 2017 and shall automatically terminate on November 30, 2018. SUBCONTRACTOR'S authority to request, receive, or obtain the information set forth in this Agreement shall flow from and be dependent on RECIPIENT'S authority to request, receive, or obtain the information.

28) IDES and RECIPIENT may, upon mutual agreement, renew the authority granted by this Agreement by executing a written renewal Agreement at least thirty (60) days before the termination date of the current Agreement.

29) IDES or RECIPIENT may terminate this Agreement before November 30, 2018 by serving thirty (30) days written notice upon the other parties. RECIPIENT remains responsible for any costs associated with disclosure of the shared data. SUBCONTRACTOR may terminate its participation in this Agreement by serving thirty (30) days written notice upon the other parties. Likewise, RECIPIENT may terminate SUBCONTRACTOR'S participation in this Agreement by serving thirty (30) days written notice upon the other parties. The termination of SUBCONTRACTOR'S participation in this Agreement shall not otherwise affect the rights and responsibilities of IDES and RECIPIENT under this Agreement. Likewise,

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RECIPIENT remains responsible for any breach of this Agreement by SUBCONTRACTOR, regardless of when it takes place.

30) RECIPIENT'S and SUBCONTRACTOR'S responsibilities and duties under this Agreement, including but not limited to their obligations regarding confidentiality and data security, shall remain in effect following the termination of the authority or participation referenced in this Section.

VI. CONSEQUENCES FOR BREACH

31) In accordance with 20 CFR 603.10, if RECIPIENT or SUBCONTRACTOR fail to comply with any provision of this Agreement, including the timely payment of costs billed to RECIPIENT, IDES is required to suspend the Agreement and cease disclosure of information to RECIPIENT and SUBCONTRACTOR (including any disclosure being processed), until IDES is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the Agreement will be canceled, and RECIPIENT and SUBCONTRACTOR will be required to dispose of in the manner set forth by IDES, all data (and copies thereof) obtained under the Agreement which has not previously been returned to IDES. In the case of a breach by SUBCONTRACTOR, RECIPIENT must enforce the terms of this Agreement and require SUBCONTRACTOR to take prompt and satisfactory corrective action. If RECIPIENT fails to do so, RECIPIENT is in breach of this Agreement.

32) Notwithstanding any other provision to the contrary, IDES may immediately cancel this Agreement if

RECIPIENT or SUBCONTRACTOR fail to adhere to any provision set forth in this Agreement. In the case of a termination due to breach, RECIPIENT remains responsible for any costs associated with the disclosure of the data.

- 33) In addition to its right to enforce this Agreement and secure satisfactory corrective action or the disposal of the information, IDES retains the right to take all remedial actions permitted under State or Federal law to effect adherence to the requirements of this Agreement, including seeking damages, penalties, and restitution as permitted under such law for any charges to granted funds and all costs incurred by IDES or the State of Illinois in pursuing the breach of the Agreement and enforcement as required by 20 CFR 603.10.
- 34) Under 820 ILCS 405/1900C, any officer or employee of any entity authorized to obtain information pursuant to [Section 1900], and any agent of this State or of such entity who, except with authority of the Director under this Section, shall disclose information shall be guilty of a Class B misdemeanor and shall be disqualified from holding any appointment or employment by the State.

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VII. INDEMNIFICATION/ASSUMPTION OF RISK/RECOVERY AGAINST THIRD PARTIES

- 35) RECIPIENT agrees to indemnify, assume all risk of loss, and hold harmless the State of Illinois, IDES, their officers, employees, agents, and volunteers, from and against any and all liabilities, demands, claims, suits, actions, causes of action, judgments, losses, damages (including, without limitation, direct, indirect, special, incidental, reliance or consequential damages, even if advised of the possibility of such damages), fines, settlements, costs, and expenses (including, without limitation, witnesses' fees and the reasonable value of the time of attorneys employed by the Attorney General's Office and/or the attorneys' fees of special or other counsel appointed by the Attorney General's Office or retained by IDES to represent and/or defend IDES, and expenses incident thereto) related to or arising in connection with any acts or omissions of RECIPIENT, its officers, employees, agents, volunteers, and/or subcontractors, in connection with this Agreement, including, without limitation, any actual or alleged:
- a) Breach related to data security;
 - b) Negligent, intentional or wrongful act or omission;
 - c) Performance, attempted performance, and/or non-performance of any duty, obligation, covenant, proviso, requirement, specification, term, or condition of this Agreement;
 - d) Failure to comply with the law;
 - e) Infringement of and/or other damage or harm to any copyright, trademark, patent, or other intellectual or intangible property right of any person or entity;
 - f) Unauthorized disclosure, release, or acquisition of the data, records, and/or information provided to the RECIPIENT under this Agreement, including without limitation any such unauthorized disclosure, release, or acquisition related to a failure to comply with the confidentiality provisions of this Agreement;
 - g) Bodily injuries to persons (including death), loss of, damage or harm to, or destruction of real and/or tangible personal property (including property of the State), and/or any other injury or harm.
- 36) RECIPIENT shall do nothing to prejudice the rights of the State of Illinois and/or IDES to recover against third parties for any loss, including, without limitation, destruction or damage of IDES property, and shall at the request and expense of the State of Illinois and/or IDES furnish to IDES, or any other agency or branch of the State of

Illinois, reasonable assistance and cooperation in obtaining recovery against third parties, including, without limitation, assistance in the prosecution of suit and the execution of instruments of assignment in favor of IDES and/or the State of Illinois. Any cost of recovering against SUBCONTRACTOR shall be born jointly and severally by RECIPIENT and SUBCONTRACTOR.

VIII. ENTIRE AGREEMENT

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37) This Agreement, including Attachments A, B, B.B, C, D, E and F, and any amendments executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. The Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

IX. SEVERABILITY

38) If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

X. ILLINOIS PERSONAL INFORMATION PROTECTION ACT AND IDENTITY PROTECTION ACT

39) RECIPIENT and SUBCONTRACTOR shall remain in full compliance with the Personal Information Protection Act and Identity Protection Act. In the event that RECIPIENT or SUBCONTRACTOR has violated any part of the Personal Information Protection Act or Identity Protection Act, the violating party shall immediately notify IDES of any violation(s), and immediately initiate and complete all notice and remedial measures required under the Personal Information Protection Act and/or Identity Protection Act.

COMMUNICATIONS AND CONTACTS:

The contact persons for this agreement are: IDES:

Primary Contact:

Evelina Tainer Loescher
Economic Info & Analysis
Illinois Department of Employment Security
33 S. State Street
Chicago, IL 60603-2802
Phone: (312) 793-5752
Fax: (312) 793-3609
Evelina.Loescher@illinois.uov <mailto:Evelina.Loescher@illinois.uov>

Violation Reporting:

Rex Crossland Internal Audit
Illinois Department of Employment Security

607 E. Adams, 9th Floor
Springfield, IL 62701
Phone:(217)785-0178
Fax:(217)785-5117
Rex.Crossland@7MI Illinois. gov

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**SHARED DATA AGREEMENT (WITH SUBCONTRACTOR) (18-SDA-89) ILLINOIS
DEPARTMENT OF EMPLOYMENT SECURITY**

RECIPIENT: CITY OF CHICAGO-DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBCONTRACTOR: AECOM TECHNICAL SERVICES, INC.

APPROVALS:

City of Chicago - Department of Planning and Development:

By: Authorized Official

Signature/Date

Illinois Department of Employment Security:

By: Director

Signature/Date

FW: Mayoral Intro-Shared Data Agreement

Scott Fehlan

Tue 4/17/2018 11:53 AM

To Rich Marcello <mailto:Rich.Marcello@cityofchicago.org>;
Cc Scott Fehlan <mailto:Scott.Fehlan@cityofchicago.org>;
<mailto:Scott.Fehlan@cityofchicago.org> >;

6 1 attachments (2 MB)

Full IDES DPD AECOM SDA Blank.pdf;

From: Scott Fehlan
Sent: Wednesday, March 28, 2018 4:46 PM To: Jeffrey
Levine; Peter Polacek Cc: Scott Fehlan

Subject: RE: Mayoral Intro-Shared Data Agreement Dear Peter,

The Department of Planning and Development has asked that the Shared Data Agreements, Internal Controls Questionnaires, on pages 10-22 of the attached pdf (this is the ordinance exhibit you reviewed) be redacted.

Thank you for pointing this out.

Thanks

- Scott

Scott D. Fehlan Senior
Counsel
City of Chicago, Department of Law
Finance and Economic Development Division
121 N LaSalle Street, Room 600
Chicago 1160602
T"312-744-1745"
F: 312-744-8538
scott.fehlan(S)cityofchicago.org <<http://go.org>>

From: Jeffrey Levine
Sent: Wednesday, March 28, 2018 2:53 PM To: Peter

Polacek Cc: Scott Fehlan
Subject: RE: Mayoral Intro-Shared Data Agreement

Good catch - Scott, can you please ascertain whether we should redact or eliminate that questionnaire from the web posting?

Thanks.

From: Peter Polacek
Sent: Wednesday, March 28, 2018 2:18
PM To: Jeffrey Levine Cc: Peter Polacek
Subject: Mayoral Intro-Shared Data Agreement

Jeff,

The shared data agreement introduced by the Mayor contains some Security Questionnaires (how and where data is stored). Is this considered public information that can be posted on the web?

Thanks,

Peter

OFFICE OF THE CITY CLERK
ANNA M. VALENCIA
CITY OF CHICAGO

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vnvwxhicitvclerk.com <<http://vnvwxhicitvclerk.com>>

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Shared Data Agreements

Internal Controls Questionnaire Version 1.0

Prepared By:
Department of Planning and Development 121 North LaSalle Chicago, Illinois 60602

[October 18, 2017]

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 28, 2018

TO THE HONORABLE, THE CITY COUNCIL OF THE
CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a data-sharing agreement with the Illinois Department of Employment Security.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

Michelle A. Harris Alderman, 8th Ward

Public Service Office 8359 South Cottage Avenue, Suite A Chicago, Illinois 60619 Telephone: (773) 874-3300 Fax: (773) 224-2425

COMMITTEE MEMBERSHIPS

Committees, Rules and Ethics (chairman)

Budget and Government Operations

Finance

License and Consumer Protection

MICHELLE A. HARRIS

City Hall, Room 200 121 North LaSalle Street
Chicago, Illinois 60602 Telephone: 312-744-3075

**City Council
Meeting April 18,
2018**

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having considered the following Order:

1. 02018-2323 Correction of City Council Journal of Proceedings of January 17, 2018
2. 02017-8475 Amendment of Municipal Code Chapters 3-12 and 11-12 regarding access of water supply and affordable cost to City of Chicago households

begs leave to recommend that this Honorable Body approve the Journal correction and the re-referral of said Ordinance to the Committee on the Budget and Government Operations.

This recommendation was concurred in by a viva voce vote of the Committee on Committees, Rules and Ethics.

Respectfully submitted.

Alderman Michelle A. Harris,
Chairman Committee on
Committees, Rules and Ethics
CHICAGO, April 18, 2018

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an Ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago the State of Illinois Department of Employment Security and AECOM necessary to establish and implement a shared data agreement; and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the Ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Carrie M. Chairman