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RICHARD J. LAVERS, COMMISSIONER

HEATHER A. CHERNISKE, DEPUTY COMMISSIONER

May 29, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

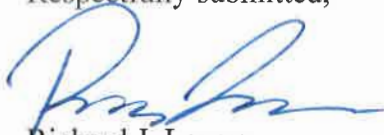
REQUESTED ACTION

To authorize New Hampshire Employment Security ("NHES") to enter into an Interagency Memorandum of Understanding ("MOU") with the New Hampshire Judicial Branch ("Judicial Branch"), Concord, NH, to provide limited, view-only access rights to NHES wage records to certain employees of the Judicial Branch for the sole purpose of evaluating wage information provided by individuals filing applications for indigent defense and to identify potential discrepancies between information provided by applicants and employer-reported wage information maintained by NHES, effective upon Governor and Council approval for a term of up to twelve (12) months. There is no cost to either NHES or the Judicial Branch associated with this Memorandum of Understanding.

EXPLANATION

RSA 604-A requires the Judicial Branch to provide adequate representation for qualified indigent defendants in criminal cases. As part of this process, the Judicial Branch requires defendants to provide certain financial information, including current earnings. The Judicial Branch seeks assistance from NHES in evaluating the accuracy of the earnings information being provided by applicants. As NHES maintains the confidential database where this data is stored and provides other state agencies with limited access to verify similar information, NHES is best able to partner with the Judicial Branch and provide such assistance. The MOU is written to provide for limited access to the NHES wage data by designated employees of the Judicial Branch. It contains strong protections to continue to safeguard this confidential data. Further, it establishes strong protections against disclosure of the information for anything other than the limited and sole purpose of evaluating the indigent representation applications the Judicial Branch receives. This pilot project will last for a term of up to twelve (12) months.

Respectfully submitted,


Richard J. Lavers
Commissioner

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the New Hampshire Employment Security [*“AGENCY 1”*] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Judicial Branch [*“AGENCY 2”*] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 282-A:117 and State Administrative Rules Part Emp. 303.02 *AGENCY 1* is responsible for: Maintaining quarterly Employer Tax and Wage Reports from each New Hampshire employer;

Whereas, *AGENCY 1* desires to: Provide access to such data to the New Hampshire Judicial Branch to assist that branch in making indigent defense determinations;

Whereas, pursuant to RSA 604-A *AGENCY 2* is responsible for: Providing adequate representation for indigent defendants in criminal cases;

Whereas, *AGENCY 2* desires to: Utilize New Hampshire Employment Security Employer Tax and Wage Report data to assist in making indigent defense eligibility determinations;

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The New Hampshire Employment Security [*AGENCY 1*] agrees to [*check all that apply*]:

A. Pay *AGENCY 2* the amount of \$_____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from [*IDENTIFY FUND*]

B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The New Hampshire Judicial Branch [*AGENCY 2*] agrees to [*check all that apply*]:

A. Pay *AGENCY 1* the amount of \$ _____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 2. A is checked: Payment shall be provided from [*IDENTIFY FUND*]:

B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. **Not Applicable.** The method of payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit C, such exhibit being hereby incorporated by reference.

4. **Not Applicable.** All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective upon approval by the Governor and Executive Council and shall remain in full force and effect for a term of up to twelve (12) months, subject to the termination rights described herein.

6. This MOU may be amended by an instrument in writing signed by both parties.

This MOU may be terminated by either party for a material violation of this Agreement and notice must be provided in writing to the other party thirty (30) days in advance.

This MOU may be terminated by either party for any reason and notice must be provided in writing to the other party with ninety (90) days' advance notice.

Upon termination of this Agreement, the Judicial Branch shall immediately terminate access for all Designated Employees and securely destroy any retained NHES wage data consistent with applicable retention obligations, audit requirements, and Judicial Branch policies.

7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.

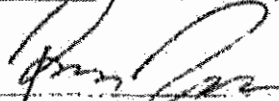
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the parties shall be referred to the New Hampshire Department of Justice and

the General Counsel for the Judicial Branch for review. Counsel for each respective branch will work to resolve the dispute; if no resolution can be agreed upon, the MOU may be terminated.

9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

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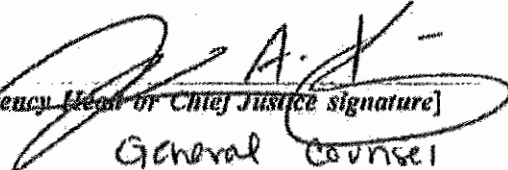
14. FOR AGENCY 1: New Hampshire Employment Security


[Agency Head or Commissioner signature]

Date 5/29/26

Brad Lucas, Commissioner
[Agency Head or Commissioner name in print]


15. FOR AGENCY 2: New Hampshire Judicial Branch


[Agency Head or Chief Justice signature]

Date 5/29/26

Jessica King
[Agency Head or Chief Justice name in print]
General Counsel

Approved by the New Hampshire Department of Justice for form, substance, and execution:


[Assistant Attorney General signature]

Date 5/29/26

Approved by the Governor and Executive Council

Date

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW HAMPSHIRE JUDICIAL BRANCH AND NEW HAMPSHIRE EMPLOYMENT SECURITY FOR LIMITED DATA SHARING PURSUANT TO RSA 282-A:118

I. PURPOSE AND SCOPE OF ACCESS

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the New Hampshire Judicial Branch and New Hampshire Employment Security (“NHES”). The purpose of this MOU is to establish the conditions, procedures, and safeguards under which NHES shall provide limited, view-only access rights to New Hampshire wage records to employees of the New Hampshire Judicial Branch. This view-only access is for the limited and sole purpose of allowing the New Hampshire Judicial Branch to evaluate wage information provided by individuals filing applications for indigent defense and to identify potential discrepancies between information provided by applicants and employer-reported wage information maintained by NHES. The New Hampshire Judicial Branch is aware of the limitations of the current NHES Wage Record System and understands that wage records will not be available for the most recent calendar quarter based on a lag in reporting by employers.

Access to these highly sensitive records shall be conditionally granted to a maximum of four (4) designated New Hampshire Judicial Branch employees (hereinafter, “Designated Employees”). The sole, exclusive, and authorized access is for the New Hampshire Judicial Branch, through the Designated Employees, to evaluate the accuracy of income information provided by individuals seeking indigent defense by comparing it to the employer reported wages contained in the NHES Wage Record System. The purpose of this pilot project is limited to identifying and reporting potential discrepancies for judicial review. The Designated Employees shall not independently determine indigency eligibility or make recommendations regarding whether counsel should be appointed, denied, terminated, or modified. Final indigency determinations shall remain solely within the authority of the court. The data disclosed hereunder shall be used for absolutely no other purpose and shall be kept confidential as further provided in Section IV.

This pilot project shall initially be limited to two designated court locations – Brentwood Circuit Court and Rockingham Superior Court. The parties acknowledge that the pilot is intended to evaluate operational feasibility, data accuracy, workflow considerations, and the usefulness of wage verification information in supporting judicial indigency determinations.

II. LEGAL AUTHORITY

This agreement is executed pursuant to the statutory authority granted by New Hampshire RSA 282-A:118, III, which provides that public employees, in the performance of their public duties, may inspect records and reports of an individual or an employing unit where such information will aid in the performance of those official public duties.

The parties acknowledge that this Agreement addresses access to and use of wage information for administrative verification purposes only and does not alter existing statutory or constitutional standards governing eligibility for court-appointed counsel.

III. TERM OF AGREEMENT

This MOU shall become effective upon approval by the Governor and Executive Council and shall remain in full force and effect for a term of up to twelve (12) months, subject to the termination rights described herein.

IV. CONFIDENTIAL NATURE OF THE INFORMATION

The parties acknowledge and agree that the wage records and data shared under this MOU are highly sensitive. *See* RSA 282-A:118 and RSA 91-A:6. New Hampshire state law is clear that all information obtained from any individual, claimant, or employing unit pursuant to the administration of the Unemployment Compensation law is confidential, subject only to specifically allowed disclosures described in RSA 282-A:118. Any information coming into a Designated Employee's possession or knowledge as a result of this Agreement that reveals, or could reveal, the identity of an employing unit, claimant, or any person upon whom the law bears, is subject to strict confidentiality protections.

1. **Strict Need-to-Know Basis:** It is imperative that confidential information only be accessed and utilized when it is absolutely necessary in the performance of the Designated Employees' official duties.
2. **Prohibited Conduct:** Designated Employees are expressly forbidden from disseminating any information learned through this access regarding employers and employees outside of the purpose and scope of this Agreement. Designated Employees and other Authorized Users, as defined in Section IV.6 below, shall not, in any manner, compare wages, salaries, or payrolls for anyone other than the individuals seeking indigent defense, nor may they acknowledge and/or disclose outside the reasons articulated in this Agreement, the identities of the employees or the employers found in the Wage Record System.
3. **No Duplication or Further Disclosure:** The New Hampshire Judicial Branch and its Designated Employees shall not disclose to any individual or organization, nor duplicate by any means, any information received pursuant to this MOU, beyond that described in this Agreement and without prior written agreement from NHES.
4. **Limited Judicial Use:** Information obtained pursuant to this Agreement may be used solely for purposes of assisting the court in evaluating the accuracy of financial information provided in support of requests for court appointed counsel.
5. **Confidential Administrative Records:** Raw wage data, screenshots, reports, or other information obtained directly from NHES, or any information derived from information obtained directly from NHES, shall be prohibited from being maintained in the publicly accessible court file. The Judicial Branch may maintain confidential administrative verification records in a separate, confidential, non-public file, for purposes of auditing and judicial review consistent with Judicial Branch policies and applicable law, including RSA 282-A:118 - 123.
6. **Limitation on Redisclosure:** Nothing in this Agreement shall prohibit the Designated Employees from communicating to the presiding judicial officer or other Authorized Users¹ that a discrepancy may exist between information provided by an applicant and information

¹ "Authorized Users " are those New Hampshire Judicial Branch employees who directly supervise the Designated Employees under this MOU and the Head Circuit Court Administrator.

contained in the NHES Wage Record System, provided that such communication is limited to official judicial branch business and remains confidential.

V. STRICT OVERSIGHT AND DATA SECURITY REQUIREMENTS

Given the sensitive nature of the data, the New Hampshire Judicial Branch must exercise rigorous oversight over the employees utilizing such information. To ensure adequate safeguards are maintained, the New Hampshire Judicial Branch agrees to the following requirements:

1. **Supervision and Control:** Data may only be accessed by the Designated Employees in a manner that protects confidentiality and does not allow access by anyone outside of the Designated Employees and Authorized Users.
2. **Transmission/Storage:** The Designated Employees may not transmit or store NHES data on portable devices, including personal computers. Designated Employees shall not access the wage system data remotely, except from an approved work location as provided by this MOU.
3. **Retention:** The wage system data may not be printed except as expressly authorized by this Agreement or subsequent written agreement between the parties and may only be printed and/or otherwise reproduced pursuant to Section IV.3 and the Judicial Branch internal procedures outlined in Section V.5, for the limited purposes outlined in this Agreement. Any printed/reproduced data may only be retained for the period of time reasonably necessary for the limited purposes outlined in this Agreement, including auditing, judicial review, and pilot evaluation. Upon expiration of such time period, the New Hampshire Judicial Branch will destroy such records. Any replicated data must be stored in an area that is physically safe from access by unauthorized individuals during duty hours, as well as non-duty hours, or when not in use. Access must be secured in such a way that unauthorized persons cannot access or retrieve the data by means of computer, remote terminal, or any other means. Data security measures shall be in accordance with recognized industry practice.
4. **The Judicial Branch shall develop and maintain internal written procedures governing:**
 - (a) access to wage verification information;
 - (b) documentation of discrepancies;
 - (c) retention and destruction of verification-related records;
 - (d) secure storage requirements;
 - (e) supervisory review procedures; and
 - (f) procedures for reporting information to the court.
5. **Authorized User Management:** Prior to any exchange of information, the New Hampshire Judicial Branch must provide NHES with a specific list of the four (4) Designated Employees who have the authority to request, receive, and view information together with the work location for each individual, as well as the name and title of the individual supervising each such individual. The Judicial Branch must keep this list current and accurate at all times.
6. **Attestation of Confidentiality Rules:** Within thirty (30) days of the effective date of this MOU, and prior to accessing the data, the New Hampshire Judicial Branch must provide NHES with a written statement attesting that all Designated Employees having access to the information have been fully advised of the confidentiality requirements of this MOU and have executed Confidentiality Forms as shown in Exhibit B to this Agreement.

7. **Mandatory Training:** Prior to NHES granting access to the system or data, all Designated Employees must first complete required online security and compliance training, as well as initial and annual cybersecurity training, to be delivered by NHES. Upon satisfactory completion of security related training, NHES shall then provide training related to usage and access of the Wage Record System.
8. **Audits and Inspections:** To ensure that adequate safeguards are being maintained and the requirements of this MOU are being met, NHES reserves the right, upon reasonable advance notice and during normal business hours, to make on-site inspections of the designated Judicial Branch pilot locations and administrative areas where NHES wage information is accessed, stored, or maintained pursuant to this Agreement. Such inspections shall be limited to matters reasonably related to compliance with the confidentiality, security, and access requirements of this MOU. NHES agrees to comply with New Hampshire Judicial Branch's confidentiality and physical access policies when attending any New Hampshire Judicial Branch's site.
9. **Incident Reporting:** The New Hampshire Judicial Branch shall inform NHES of any Security Breach or data breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach. For purposes of this Agreement, "Security Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than Designated Employees and other Authorized Users and for an other than authorized purpose have access to NHES wage system data, whether physical or electronic.
10. **Breach Reporting Requirements:** If the New Hampshire Judicial Branch has actual knowledge of a confirmed data breach that affects the security of any wage systems data that is subject to applicable data breach notification law, it shall (1) immediately notify the appropriate NHES identified contact and (2) take reasonable measures consistent with industry best practices to address the data breach in a timely manner.
11. **Audit Logging:** The Judicial Branch shall maintain sufficient internal records to identify which Designated Employee accessed wage information, the date of access, and the purpose of the access.

VI. PENALTIES FOR VIOLATION OF RSA CHAPTER 282-A

The New Hampshire Judicial Branch must systematically advise all Designated Employees and other Authorized Users who will have access to the data of its confidential nature, the safeguards required to protect it, and the severe civil and criminal sanctions for noncompliance.

1. **Criminal Liability:** Under RSA 282-A:121, any individual who lawfully obtains or sees records, reports, or information obtained in the administration of the Department of Employment Security and who violates any provision of the confidentiality statutes shall be guilty of a misdemeanor.

The Judicial Branch shall ensure that all Designated Employees and other Authorized Users acknowledge in writing that unauthorized use, disclosure, retention, or dissemination of wage information may result in disciplinary action, revocation of access privileges, criminal penalties, and any other remedies available under law.

VII. MODIFICATION OR TERMINATION

This MOU may be amended by an instrument in writing signed by both parties.

This MOU may be terminated by either party for a material violation of this Agreement and notice must be provided in writing to the other party thirty (30) days in advance. This MOU may be terminated by either party for any reason and notice must be provided in writing to the other party with ninety (90) days' advance notice.

Disputes arising under this MOU that cannot be resolved between the parties shall be referred to the New Hampshire Department of Justice and the General Counsel for the Judicial Branch for review. Counsel for each respective branch will work to resolve the dispute; if no resolution can be agreed upon, the MOU may be terminated.

Upon termination of this Agreement, the Judicial Branch shall immediately terminate access for all Designated Employees and securely destroy any retained NHES wage data consistent with applicable retention obligations, audit requirements, and Judicial Branch policies.

VIII. POINTS OF CONTACT

For any notice required by this agreement, written notification shall be provided to the following individuals:

For NHES:

Ellie Goodbread, Integrity Unit Supervisor/Assistant to the Commissioner
Eleanor.E.Goodbread@nhes.nh.gov

Heather Cherniske, Deputy Commissioner
Heather.A.Cherniske@nhes.nh.gov


For New Hampshire Judicial Branch

Tracy Scavarelli, Circuit Court Administrator
TScavarelli@courts.state.nh.us
Francis Weeks, Magistrate
FWeeks@courts.state.nh.us

IX. SIGNATURES

IN WITNESS WHEREOF, the parties have set their hands as of the date written below to execute this agreement.

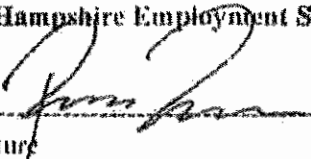
State of New Hampshire Judicial Branch


Signature

Jessica King, General Counsel
Printed Name and Title

5/29/26
Date

New Hampshire Employment Security


Signature

Richard Laves, Commissioner
Printed Name and Title

5/29/26
Date

New Hampshire Department of Justice


Signature

J.D. LAVALLEE, SR ASST. ATTORNEY GENERAL
Printed Name and Title

5/29/2026
Date

EXHIBIT B

The State of New Hampshire Department of Employment Security CONFIDENTIAL NATURE OF DEPARTMENT RECORDS

Stated below are the material portions of the New Hampshire Employment Security Law together with pertinent explanatory statements concerning the confidential nature of Department records and the requirements for access to such records:

A. Pertinent Statutes

REVISED STATUTES ANNOTATED, 282-A:118, Reports or Statement;

Confidentiality: Information obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity except:

...

III. That public employees in the performance of their public duties may inspect records and reports of an individual, an employing unit, or a claimant where such information will aid in the performance of their public duties.

REVISED STATUTES ANNOTATED, 282-A:121, Penalty: Any employee of the department of employment security, member of an appeal tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in the administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor.

B. Discussion & Rules of Conduct

New Hampshire state law is absolutely clear that all information which comes into your possession or knowledge in the course of your work which provides access to Department records or within a Department owned/leased building, which, in any manner, reveals or could reveal the identity of an employing unit or claimant or any person upon whom the law bears, is completely confidential subject to the few exceptions provided.

- **Strict Need-to-Know Basis:** Confidential information can only be accessed and/or used when it is necessary in the performance of official duties. The protections and prohibitions in the statute also apply to the exchange of information between or among Designated employees and/or Authorized User when such exchange is not necessary in the performance of official duties.

- **Prohibited Conduct:** You are expressly forbidden from disseminating any information learned through your work with NHES records regarding employers, claimants, or jobseekers. Examples of prohibited conduct include discussing the wage history of an individual or the wages reported by a business, beyond what is strictly needed for the work that caused you to look up this information. You cannot in any manner compare wages, salaries, or payrolls for anyone outside the agency, and doing so internally must strictly be a matter of official business. Furthermore, you cannot even acknowledge that any particular employer is subject to the law except as your specific duties may require.
- **Handling Requests for Information:** Unless you have been specifically authorized to release confidential information, you are prohibited from doing so. All requests for information—including a fellow employee’s request for information outside of his/her scope of employment—must be referred to your supervisor.
- **Consequences of Violation:** Revealing confidential information will immediately place your job in jeopardy and could also result in criminal prosecution.

I certify that I have read the above and understand that a violation is sufficient cause for immediate discharge. I also understand that a violation of Section 118 as stated above may result in a criminal prosecution, as provided in Section 121.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT.

Print Name: _____

Signature: _____

Date: _____