

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL LETITIA JAMES

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IN THE MATTER OF:

A NICE RIDE, LLC and SHANIQUA THOMPSON

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into among the State of New York (the “State”), by the Office of the Attorney General, through the Medicaid Fraud Control Unit (“MFCU”), and A Nice Ride, LLC (“A Nice Ride”) and Shaniqua Thompson (“Thompson”). The State, A Nice Ride, and Thompson shall be collectively referred to as the “Parties.”

WHEREAS, A Nice Ride, which has its principal place of business located at 1492 Central Ave, Suite 1; Colonie, New York, at all relevant times, was and is enrolled as a provider of transportation services in New York State’s Medical Assistance Program (“Medicaid Program” or “Medicaid”), 42 U.S.C. §§ 1396 *et seq.*, with a provider identification number of 04025509, and as such, provides transportation services for Medicaid recipients traveling to or from providers furnishing medical services paid for by Medicaid;

WHEREAS, Thompson is the sole owner and operator of A Nice Ride;

WHEREAS, A Nice Ride and Thompson submitted and caused to be submitted claims for reimbursement to Medicaid, and Medicaid relied on such claims to pay A Nice Ride for transportation services;

WHEREAS, pursuant to 18 NYCRR § 505.10 and the New York State Medicaid Program Transportation Manual Policy Guidelines (Version 2019-1), A Nice Ride and Thompson were only entitled to submit claims for reimbursement for tolls actually incurred in the course of providing

transportation service to Medicaid recipients;

WHEREAS, MFCU conducted an investigation of A Nice Ride and Thompson and determined that between March 20, 2015 and September 30, 2017 (the “Relevant Period”), A Nice Ride and Thompson presented or caused to be presented to the State’s Medicaid Program false claims for payment for tolls to which A Nice Ride was not entitled, and Medicaid relied upon such claims to pay A Nice Ride;

WHEREAS, the State has determined that A Nice Ride and Thompson engaged in the following conduct (the “Covered Conduct”) during the Relevant Period:

- A. A Nice Ride and Thompson submitted claims to reimburse toll payments that A Nice Ride did not in fact incur; and
- B. As a result of the foregoing, A Nice Ride and Thompson received payments to which they were not entitled.

WHEREAS, as a result of the Covered Conduct, A Nice Ride and Thompson caused the State to suffer damages of at least the amount to be repaid under this Agreement;

WHEREAS, in connection with the above-described investigation, and under existing administrative claims withholding procedures, the New York State Department of Health (“DOH”) instituted a withhold of 50% of Medicaid payments to A Nice Ride, pursuant to 18 NYCRR §§ 504.8(d), 518.7; 42 C.F.R. § 455.23; NY Public Health Law §§ 31, 32; and NY Soc. Serv. Law § 363-a (“Withhold”), and the amount under Withhold (“Withhold Amount”) is being held in escrow by the New York State Office of the State Comptroller and DOH; and

WHEREAS, A Nice Ride and Thompson wish to resolve their civil liability for the Covered Conduct.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. A Nice Ride and Thompson admit, acknowledge, and accept responsibility for the Covered Conduct.

2. As repayment to the State for the Covered Conduct and to resolve any claims related to the Covered Conduct, A Nice Ride and Thompson shall pay to the State a total of Twenty Eight Thousand Seventy Five Dollars and Forty-Three Cents (\$28,075.43) (the “Settlement Amount”), in the manner described below.

(a) *Withhold Payment*

- i. A Nice Ride and Thompson consent to the transfer and payment to the State of the total Withhold Amount, which as of February 24, 2025, totaled Twenty Eight Thousand Seventy Five Dollars and Forty-Three Cents (\$28,075.43), in total satisfaction of the Settlement Amount, and further waive any and all right, title, or interest that they have to the Withhold Amount;
- ii. MFCU will request that DOH transfer the Withhold Amount to MFCU as soon as practicable pursuant to this Agreement, and A Nice Ride and Thompson agree to cooperate with MFCU, the Office of the Medicaid Inspector General (“OMIG”), and DOH and other representatives of the State in effectuating the transfer of the Withhold Amount to the State, including but not limited to, executing any documents necessary to effectuate the transfer;
- iii. All Withhold funds transferred and paid to the State shall be applied and credited toward A Nice Ride’s payment of the total Settlement Amount;
- iv. If any Withhold funds are transferred or paid by DOH directly to A Nice Ride and/or Thompson before A Nice Ride’s and/or Thompson’s full payment of the total Settlement Amount, A Nice Ride and Thompson agree to notify the State immediately and to remit all Withhold funds received by A Nice Ride and/or

Thompson to MFCU by wire transfer within five (5) business days of the receipt of such funds. Once received by MFCU, these funds will be credited and applied toward payment of the total Settlement Amount;

- v. After it receives the Withhold Amount, MFCU will provide written notice (the “Written Notice”) to A Nice Ride and Thompson of the total Withhold Amount received by the State as of the date of the Written Notice, by sending the Written Notice via email to Thompson for A Nice Ride and herself.

3. Subject to the exceptions in Paragraph 4 below (concerning excluded claims) and conditioned upon the State’s receipt of the total Settlement Amount, the State releases A Nice Ride and Thompson, and all predecessors, successors, members, assigns, and corporations of A Nice Ride from any civil monetary causes of action that the State has for the Covered Conduct under New York Executive Law § 63-c, and the common law theories of payment by unjust enrichment, fraud, and breach of contract.

4. Notwithstanding the release given in Paragraph 3 of this Agreement, or any other term of this Agreement, the State specifically does not release any person or entity from any of the following liabilities:

- (a) Any civil, criminal, or administrative liability arising under state tax codes;
- (b) Any criminal liability;
- (c) Any administrative liability, including mandatory or permissive exclusion from the State’s Medicaid Program;
- (d) Any civil or administrative liability that A Nice Ride has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases given in Paragraph 3 above, including but not

limited to, any and all claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- (e) Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;
- (f) Any liability for personal injury, patient abuse or neglect, arising from the Covered Conduct;
- (g) Any liability of individuals other than Thompson for the Covered Conduct;
- (h) Any liability which may be asserted by or on behalf of any payor or insurer paid by the State's Medicaid Program on a capitated basis, other than liability of A Nice Ride and Thompson to the State for the Covered Conduct; and
- (i) Any liability based upon obligations created by this Agreement.

5. A Nice Ride and Thompson waive and shall not assert any defenses that may be based, in whole or in part, upon a contention under the Double Jeopardy Clause of the Fifth Amendment of the Constitution or the Excessive Fines Clause of the Eighth Amendment of the Constitution that they may have to criminal prosecution or administrative action for the Covered Conduct, and assent that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. A Nice Ride, including any and all predecessors, successors, and members, together with their current and former officers, directors, trustees, servants, employees, and assigns, and Thompson, fully and finally release the State, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that A Nice Ride and/or Thompson have asserted, could have asserted, or may assert in the future against the State, its agencies, officers, agents, employees, and servants, related to the Covered Conduct, and the State's investigation and prosecution thereof.

7. The Parties acknowledge that a primary purpose of this Agreement is to promote compliance with the statutes, regulations, and written directives of the Medicaid Program. To further that objective, A Nice Ride and Thompson acknowledge that they have reviewed, and are required to comply with, the rules and regulations of the Medicaid Program, including but not limited to, those applicable to transportation providers as set forth in 18 NYCRR § 505.10 and the New York State Medicaid Program Transportation Manual Policy Guidelines, as well as Social Services Law § 363-D, which requires that Medicaid providers (as defined in Social Services Law § 363-D(4)) adopt and implement an effective compliance program. A Nice Ride and Thompson further agree that they shall not engage, or attempt to engage, in violations of any applicable law, regulation, or Medicaid guideline, including but not limited to 18 NYCRR § 515.2 and 18 NYCRR §§ 504.3, 517.3(b), 505.10(e)(4), 510.10(6)(iii), and those provisions of the Transportation Manual Policy Guidelines governing the submission of claims for reimbursement for tolls incurred. A Nice Ride and Thompson further acknowledge that they will fully and promptly cooperate with MFCU with respect to any investigation by MFCU, and/or related proceedings and actions, including but not limited to, producing requested documentation.

8. A Nice Ride and Thompson agree to the following:

- (a) Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of A Nice Ride or any of its present or former officers, directors, trustees, employees, shareholders, and agents in connection with:
 - i. the matters covered by this Agreement;
 - ii. the State's audit(s) and civil and any criminal investigation(s) of the matters

covered by this Agreement;

- iii. A Nice Ride's and Thompson's investigation, defense, and corrective actions undertaken in response to the State's audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- iv. the negotiation and performance of this Agreement; and
- v. the payments A Nice Ride and Thompson make relating to this Agreement including costs and attorney's fees, implementation of the integrity obligations, are unallowable costs for government contracting purposes and under the Medicaid Program (hereinafter referred to as "Unallowable Costs").

(b) Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by A Nice Ride, and A Nice Ride shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any Consolidated Fiscal Report ("CFR"), cost report, cost statement, information statement, or payment request submitted by A Nice Ride or affiliates to the Medicaid Program.

(c) Treatment of Unallowable Costs Previously Submitted for Payment: A Nice Ride and Thompson further agree that within ninety (90) days of the Effective Date of this Agreement it shall endeavor in good faith to identify to applicable Medicaid fiscal agents, any Unallowable Costs (as defined in Paragraph 8(a)) included in payments previously sought from any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by A Nice Ride or any affiliates, and shall request, and

agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. A Nice Ride and Thompson agree that the State, at a minimum, shall be entitled to recoup from A Nice Ride any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, appeals, or requests for payment. Any payments due after the adjustments have been made shall be paid to the State. The State reserves its rights to disagree with any calculations submitted by A Nice Ride or any of its affiliates on the effect of inclusion of Unallowable Costs (as defined in Paragraph 8(a)) on A Nice Ride's or any of its affiliates' CFRs, cost reports, cost statements, or information reports, appeals, or other payment requests. If the State does disagree with any calculations submitted by A Nice Ride or its affiliates as outlined above, then the State and A Nice Ride and Thompson shall confer in good faith in an effort to come to a resolution regarding such calculations. In the event that a resolution cannot be reached, the State reserves its rights to take any action it deems appropriate.

- (d) Nothing in this Agreement shall constitute a waiver of the rights of the State to audit, examine, or re-examine the books and records of A Nice Ride to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

9. This Agreement shall be binding on all successors, transferees, heirs, and assigns of Thompson and A Nice Ride.

10. This Agreement constitutes the complete and full agreement between the Parties with respect to this matter, and it may not be changed in any respect, except by a writing duly

executed by the Parties or their authorized representatives.

11. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. This Agreement is intended for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 13 (waiver for beneficiaries).

13. A Nice Ride agrees that it waives and shall not seek payment for any of the billings based upon claims defined as Covered Conduct from any individual health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

14. A Nice Ride and Thompson agree not to submit any further claim or to resubmit to any state payor any previously denied claims, or cause any further claim or adjustment to be submitted or resubmitted, related to the Covered Conduct, and agree not to appeal any such denials of claims.

15. A Nice Ride and Thompson waive any claim for any tax rebate or refund, or other governmental payment, from the State, until the Settlement Amount is satisfied. In the State's sole discretion, the State may recoup or offset any such payment without further notice to A Nice Ride and/or Thompson for credit toward the Settlement Amount.

16. No provision of this Agreement constitutes an agreement by the State concerning the characterization of the Settlement Amount for purposes of New York Tax Law. A Nice Ride and Thompson shall not deduct or discharge the Settlement Amount as part of their New York State tax obligations.

17. A Nice Ride and Thompson will not submit any insurance claims for the Covered Conduct.

18. A Nice Ride and Thompson agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or

creating the impression that this Agreement is without factual basis. Nothing in this Paragraph affects A Nice Ride's and/or Thompson's (a) testimonial obligations or (b) right to take contrary legal or factual positions in defense of litigation or other proceedings to which the State is not a party.

19. All payments due to the State hereunder shall be made by wire transfer in accordance with instructions to be provided by MFCU.

20. Any notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier and/or email followed by postage prepaid first-class mail, and addressed as follows:

TO THE STATE:

New York State Office of the Attorney General
Medicaid Fraud Control Unit
The Capitol
Albany, NY 12224
Telephone: (518) 533-6011
MFCUNotices@ag.ny.gov

TO A NICE RIDE and THOMPSON:

Shaniqua Thompson

A large black rectangular redaction box covering the signature and any handwritten notes or dates that might have been present.

21. The effective date of this Agreement shall be the date of the signature of the last signatory to this Agreement ("Effective Date").

22. This Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

23. A Nice Ride and Thompson acknowledge that they have entered this Agreement freely, voluntarily, and upon due deliberation, with the opportunity for advice of counsel and

without coercion or duress.

24. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law or conflict of laws principles. The Parties consent to the jurisdiction of the Supreme Court of the State of New York, Albany County, and any other county in which A Nice Ride conducts business, in any action by the State to enforce or interpret this Agreement.

25. Any failure by the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

26. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

27. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

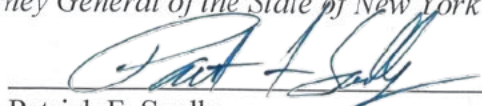
WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to the provisions contained herein and hereby have caused this Agreement to be signed as of the day and date adjacent to their signature.

THE STATE OF NEW YORK

LETITIA JAMES

Attorney General of the State of New York

By:

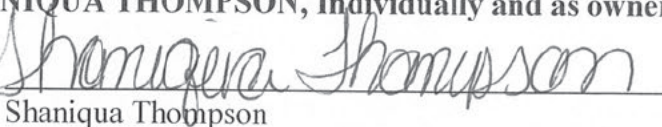


Dated: 06/11/2025

Patrick F. Scully
Special Assistant Attorney General
Medicaid Fraud Control Unit
The Capitol
Albany, New York 12224
Tel: (518) 533-6028
E: Patrick.Scully@ag.ny.gov

SHANIQUEA THOMPSON, Individually and as owner/operator of A Nice Ride, LLC


By:



Shaniqua Thompson

Dated: 5/28/2025

State of New York)
)ss:
County of Albany)

On this 28th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Shaniqua Thompson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same both individually and in her capacity as owner of A Nice Ride, LLC, and that by her signature on the instrument, both Shaniqua Thompson and A Nice Ride, LLC, upon behalf of which Shaniqua Thompson acted, executed the instrument.


Alexander McDonald Hutchins
Notary Public, State of New York
Qualified in Albany County
No. 01HU6424173
Commission Expires October 25, 2025


NOTARY PUBLIC