

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 29 day of 04, 2026 ("Effective Date") by and between Mark Tirone (NPI # 1003862970), and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division ("MFD"). Mark Tirone and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD issued a Self-Executing Notice of Disqualification dated May 4, 2023 ("the Notice"), giving notice of its intent to permanently disqualify Mark Tirone from the NJ Medicaid Program and any other programs administered by the NJ Division of Medical Assistance and Health Services; and

WHEREAS, the Notice was based on Mark Tirone's permanent retirement of his New Jersey podiatry license and permanent retirement of his Controlled Dangerous Substance ("CDS") registration, as memorialized in the Consent Order dated March 7, 2023, which Mark Tirone agreed to with the New Jersey Board of Medical Examiners and Drug Control Unit ("the Covered Conduct"); and

WHEREAS, MFD found these permanent retirements constitute good cause to exclude Mark Tirone indefinitely in accordance with N.J.A.C. 10:49-11.1(d)(7) and (23); and

WHEREAS, MFD held a prehearing conference on June 25, 2024, to allow Tirone to present any reasons as to why MFD should not indefinitely bar him from the Medicaid program; and

WHEREAS, prior to having his license to practice podiatry retired, Tirone obtained a Registered Nurse (RN) license in both New Jersey and Pennsylvania, renewed these licenses with disclosures regarding the circumstances surrounding his podiatry license, and maintains an active nursing license in Pennsylvania, but not in New Jersey; and



WHEREAS, Tirone has no authority to prescribe medications, including CDS; and

WHEREAS, Tirone advised MFD that he is not practicing nursing in New Jersey and has no intention of practicing in New Jersey; and

WHEREAS, MFD considered the evidence and legal arguments presented by Mark Tirone's counsel; and

WHEREAS, the Parties desire to amicably resolve the matter and have reached a mutually acceptable resolution of the controversies that exist between them; and

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to settle their dispute on the following terms:

(1) MFD agrees to rescind the Self-Executing Notice of Disqualification dated May 4, 2023.

(2) In return for MFD rescinding the Notice, Mark Tirone agrees to the following conditions:

- i. Mark Tirone agrees not to practice medicine in the State of New Jersey (as defined at N.J.S.A. 45:9-5.1) by way of his New Jersey nursing license, nor seek any further licenses to practice medicine in the State of New Jersey.
- ii. Mark Tirone agrees not to participate in or bill the New Jersey Medicaid Program.
- iii. Mark Tirone agrees not to prescribe medication in the State of New Jersey.



iv. Mark Tirone agrees not to seek any prescriptive authority in the State of New Jersey.

(3) If Mark Tirone violates any of the conditions set forth in Paragraph 2, such violation shall constitute a material breach of this Settlement Agreement and such breach shall constitute good cause pursuant to N.J.A.C. 10:49-11.1 to permanently disqualify Mark Tirone from the New Jersey Medicaid Program. MFD reserves the right to permanently disqualify Mark Tirone from the New Jersey Medicaid Program without prior notice or opportunity for a hearing, upon MFD's receipt of any information which MFD, in its sole discretion deems reliable, and which MFD deems demonstrates that Mark Tirone has failed to comply with any provisions of this Settlement Agreement, or for any future licensing actions against any of his professional licenses.

(4) Nothing in this Settlement Agreement shall preclude MFD from excluding Mark Tirone in accordance with N.J.A.C. 10:49-11.1 for any actions not included in the Covered Conduct.

(5) The Parties agree that this Settlement Agreement is intended to be a final resolution of the Self-Executing Notice of Disqualification dated May 4, 2023, and is intended by each party to release the other party and its representatives from liability arising out of such conduct, unless MFD is mandated to act by federal or State law, or mandated by order or judgment of a court or administrative agency (other than MFD).

(6) Nothing herein shall constitute an admission, concession, waiver or finding of wrongdoing or liability by any party.

(7) This Settlement Agreement shall be construed, enforced and governed by the laws of the State of New Jersey.



(8) This Settlement Agreement is effective upon the Effective Date reflected on the first page of the Settlement Agreement.

(9) This Settlement Agreement sets forth the entire agreement between and among the Parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among the Parties with respect to any other matter.

(10) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(11) This Settlement Agreement may be executed in Counterparts.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto, on the following page, have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 04/09/2026

By: Mark Tirone
Mark Tirone

DATE: 4/9/26

By: Richard A. West
Richard A. West, Esq.,
GOODGOLD WEST
MAITLIN & KLEIN LLC
Attorney for Mark Tirone

SHIRLEY U. EMEHELU
ACTING STATE COMPTROLLER

DATE: 4/10/26

By: Josh Lichtblau
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 4/10/26

By: Nina Galletto
Nina Galletto, Assistant Deputy Director
Medicaid Fraud Division

DATE: 4/10/26

By: Nicole L. Sandora
Niccole L. Sandora, Regulatory Officer
Medicaid Fraud Division

A handwritten signature, possibly "MS", is enclosed within a hand-drawn oval.