

## Licensee Details

## License

**LICENSEE NAME**

Tracy Ann Fritz

**PROFESSION NAME**

Medical Physician/Surgeon (M.D.)

**LICENSE NUMBER**

2006018666

**EXPIRATION DATE**

1/31/2026

**ORIGINAL ISSUE DATE**

6/28/2006

**CURRENT DISCIPLINE STATUS**

None Current/Previous

**METHOD OF LICENSE**

Exam

**PRACTITIONER DBA NAME**

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**PREVIOUSLY DISCIPLINARY ACTIONS**

Yes

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## Certification(s)

**TITLE**

Family Practice

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## Discipline Details

**ACTION TAKEN**

Reprimand or Admonished

**START DATE**

9/4/2024

**END DATE**

9/5/2024

**TERMS**

The licensees record keeping for two patients failed to demonstrate the necessary criteria for a diagnosis of PANS of the two patients. The licensee did not note abrupt, acute, or dramatic onset of obsessive-compulsive disorder, nor was acute severely restricted food intake noted. The licensees diagnosis and treatment of the two patients were not sufficiently documented within the medical records.

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI  
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS  
AND TRACY A. FRITZ, MD.**

COMES NOW Tracy A. Fritz, MD, (“Licensee”) and the Missouri State Board of Registration for the Healing Arts (“the Board”), and enter into this agreement for the purpose of resolving the issue of whether Licensee’s physician and surgeon’s license is subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo.<sup>1</sup>

1. Licensee acknowledges that she understands the various rights and privileges afforded to her by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on her own behalf; the right to a decision based upon the record concerning the charges pending against her; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to her by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights subject to the conclusion and approval of this agreement by all parties, and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to her.
2. Licensee acknowledges that she may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license. Knowing of that right, and after consulting with her attorney, hereby waives that right.

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri Cumulative Supplement (2022), unless otherwise stated.

3. Licensee acknowledges that she has been advised of her right to consult legal counsel in this matter, and affirms she has been represented by counsel and satisfactorily consulted with counsel.
4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in the consent order in Part III is based only on the agreement set out in Parts I and II herein. Licensee understands that the Board may take further action against her based on facts or conduct which are not related to this matter and which are not specifically mentioned in this document that the Board may later discover with respect to any such unrelated issues and matters. This agreement settles all matters and issues pertaining to this proceeding more specifically identified in case number 19-0870 before the Administrative Hearing Commission.
5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by Chapters 324, 334 and 610, RSMo, and it will report this agreement to the National Practitioner's Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

#### **I. JOINT STIPULATION OF FACTS**

Based upon the foregoing, the Board and Licensee herein jointly stipulate and agree to the following:

6. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. At all relevant times herein Licensee was practicing family practice in a commercial building owned by the licensee's entity known as Little Flower Center for Integrative Medicine LLC and located in a commercially zoned area at 7602 Big Bend Boulevard, St. Louis, Missouri 63119.
8. Licensee ran a practice under the name Little Flower Center for Integrative Medicine, LLC.
9. The Petitioner filed a complaint with the AHC making allegations specified below with respect to patients 1 and patient 2, and Respondent denied said allegations in an answer interposed to the complaint.

### Patient 1

10. Patient 1 was an approximately ten (10) year old boy who was first seen by Licensee on or about February 29, 2016.
11. Prior to seeing the Licensee, Patient 1 underwent a psychological evaluation on July 1, 2015 through Midwest Assessment & Psychotherapy Solutions, P.C. (“MAPS”) with Dr. 1, Psy. D.
12. During the psychological evaluation it was noted Patient 1 had a history of unusual sensory responses and restricted, repetitive behaviors from a young age. No abrupt, acute, or dramatic onset of obsessive-compulsive disorder were noted. No acute severely restricted food intake was noted.
13. Dr. 1, Psy. D. diagnosed Patient 1 with Autism Spectrum Disorder, Level 1 and Borderline Intellectual Functions.
14. On or about February 29, 2016 Licensee evaluated Patient 1 wherein she notates a history of anxiety, phobias, rigidity, and sleep problems from a young age. Licensee diagnosed Patient 1 with autoimmune disorder, mood disorder, tic disorder, sensory processing difficulty, autism spectrum disorder, and allergies.
15. On the February 29, 2016 visit no abrupt, acute, or dramatic onset of obsessive-compulsive disorder were noted in Patient 1’s medical records. Nor was acute severely restricted food intake notated, both of which are criteria for PANS diagnosis.
16. Licensee told Patient 1’s mother that Patient 1 had Pediatric Acute Neuropsychiatric Syndrome (“PANS”), Micro-plasma, lyme disease, Strep in his blood, herpes virus, encephalitis, an auto-immune disease, environment allergies, a parasite in his gut, and a fungal infection.
17. Licensee ordered lab tests for Patient 1.
18. On the March 29, 2016 visit, Licensee stated Patient 1 has a clinical course consistent with PANS and started Patient 1 on the following medications: Alinia 250 mg (Anti-parasite), Augmentin 875 mg

(Antibiotic), Azithromycin 250 mg (Antibiotic), Nystatin 1M (Antifungal), Valtrex 250 mg (Antiviral), Flonase, Singular, Zyrtec. Some of medications were notated for PANS. Licensee also ordered additional testing for Lyme.

19. On or about March 29, 2016 no abrupt, acute, or dramatic onset of obsessive-compulsive disorder were noted in Patient 1's medical records. Nor was acute severely restricted food intake notated. Both of which are criteria for a PANS diagnosis.
20. Within the following weeks, Patient 1 became ill and began missing school or leaving early. He complained of headaches, stomachaches, and joint pain. He slept up to sixteen (16) hours a day and seemed tired.
21. On or about June 14, 2016 blood work was repeated and Patient 1's liver enzymes were elevated.
22. On or about June 22, 2016 Patient 1 went to Children's Mercy Hospitals & Clinic. Dr. 2. found Patient 1 "has visited a family doctor out in saint louis (sic) who diagnosed (sic) with (sic) him – Lyme disease/mycoplasma disease/viral infection/candida infection/PANAS or PANDAS/EBV infection/autoimmune (sic) disease/parasitic infection/and encephalitis. I [Dr. 2.] have reviewed the labs and were able to identify that he has no such infections – fact his tests were negative....I don't think [Patient 1's] behavior is triggered by an infectious process therefore will recommend stopping all antimicrobials." Dr. 2 stopped the medications Nystatin, Augmentin, Azithromycin, Valtrex, and Alinia.
23. Dr. 1 referred Patient 1 to a neurologist for assessment of PANS.
24. On or about July 21, 2016, Patient 1 saw Dr. 3 for a neurology consult. Dr. 3 found Patient 1 had Tourette syndrome, common migraine, hypotonia, learning disability, and seizures. Dr. 3 did not diagnose Patient 1 with PANS or the other diagnoses found by Licensee. Dr. 3 found Patient 1 did not have obsessive-compulsive disorder.

25. On or about April 10, 2017 Patient 1 underwent a neuropsychological evaluation through Children's Mercy Hospitals and Clinics with Dr. 4, Phd wherein he did not find Patient 1 had PANS or many of the other diagnoses made by Licensee.

26. Licensee's diagnosis and treatment of Patient 1 were not sufficiently documented in the medical records.

27. Respondent disagrees that the diagnostics and findings made with respect to patient 1 by other healthcare practitioners in any way has any relevancy with respect to the diagnosis and care of the respondent with respect to patient 1. The respondent solely saw patient 1 in two different instances on February 2016 and March 2016. The respondent made no diagnosis and did not prescribe any medication on the first visit of February, 2016. The Respondent disagrees that any test results or findings made by healthcare practitioners prior to and after her care of patient 1 have any relevance to her diagnosis and treatment of Patient 1.

#### Patient 2

28. Patient 2 is an approximately 8 year old boy first seen by Licensee on October 7, 2015. During this visit Licensee notes concerns about speech/language delay and education diagnosis of autism. Licensee does not note abrupt, acute, or dramatic onset of obsessive-compulsive disorder. No acute severely restricted food intake was notated. Both of which are criteria for a PANS diagnosis.

29. Licensee ordered large battery of lab tests for Patient 2.

30. On the November 12, 2015 visit, Licensee stated Patient 2 has concerns for PANS and started Patient 2 on the following medications: Nystatin 5ml (Antifungal), Penicillin 250 mg (antibiotic), and Atarax 7.5 ml (Antihistamine). Licensee also ordered additional testing for Lyme.

31. On the February 15, 2016 visit, Licensee diagnosis Patient 2 with PANS/Lyme and continued Patient 2 on the antimicrobials.

32. On the May 17, 2016 visit, Licensee added the following medications to Patient 2: Ivermectin 3 mg (anti-parasite), Minocycline 50 mg (Antibiotic), Tindamax 125 mg (Anti-parasite/antibiotic), and Atarx 10 mg (Antihistamine). The Ivermectin, Minocycline, and the Tendamax were noted for Lyme treatment. Additional labs and testing were ordered.
33. On the August 18, 2016 visit, Licensee continued Patient 2 on the antimicrobial medications. Additional labs and testing were ordered.
34. On the November 22, 2016 visit, Licensee added the following medications to Patient 2: Augmentin 5ml (antibiotic), Diflucan 4 ml (antifungal), Envita Antiviral, and Atarx 10 mg (Antihistimine). Additional labs and testing were ordered.
35. Licensee's diagnosis and treatment of Patient 2, including but not limited to PANS and Lyme, were not sufficiently documented in the records.

## II. JOINT CONCLUSIONS OF LAW

36. Cause exists to discipline Licensee's license pursuant to sections 334.100.2(5) and 334.102.1(8)RSMo which state:

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

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(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter or chapter 324, or of any lawful rule or regulation adopted pursuant to this chapter or chapter 324;

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334.097.1. Physicians shall maintain an adequate and complete patient record for each patient and may maintain electronic records provided the record-keeping format is capable of being



printed for review by the state board of registration for the healing arts. An adequate and complete patient record shall include documentation of the following information:

- (1) Identification of the patient, including name, birthdate, address and telephone number;
- (2) The date or dates the patient was seen;
- (3) The current status of the patient, including the reason for the visit;
- (4) Observation of pertinent physical findings;
- (5) Assessment and clinical impression of diagnosis;
- (6) Plan for care and treatment, or additional consultations or diagnostic testing, if necessary. If treatment includes medication, the physician shall include in the patient record the medication and dosage of any medication prescribed, dispensed or administered;
- (7) Any informed consent for office procedures.

37. Licensee's conduct, as established by the foregoing facts, falls within the intendments of sections 334.100.2(5) and 334.102.1(8), RSMo.

38. Cause exists for the Board to take disciplinary action against Licensee's license under sections 334.100.2(5) and 334.102.1(8), RSMo.

### **III. CONSENT ORDER ON DISCIPLINE**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

39. The physician and surgeon's license issued by the Board to Licensee, number 2006018666, is hereby PUBLICLY REPRIMANDED.

40. If Licensee is licensed in other jurisdictions, she shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, she shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

41. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not have an employer, staff privileges or practice at any facility, she shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
42. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not supervise any allied health professionals, she shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
43. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
44. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document, which is unrelated to the subject matter of these proceedings, more specifically identified in case number 19-0870 before the Administrative Hearing Commission, and which are currently known to the Board or with respect to matters later discovered which is unrelated to the subject matter of these proceedings. This Agreement settles all issues related to these proceedings and the Board may not later maintain any

proceedings or take any action against the respondent with respect to any known or unknown issues pertaining to these proceedings and the subject matter of this contested litigation.

45. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorney's fees and expenses, including any claims pursuant to section 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

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LICENSEE

Tracy A. Fritz, MD  
Tracy A. Fritz, MD      Date  
Licensee      9/3/2024

Jacques Simon  
Jacques G. Simon      09/03/24  
Attorney for Licensee

BOARD

James Leggett      9/4/24  
James Leggett      Date  
Executive Director

Adam G. Grayson      9/4/24  
Adam G. Grayson      Date  
Attorney for the Board  
Missouri Bar No. 61976

EFFECTIVE THIS 4<sup>th</sup> DAY OF September, 2024.