



## LIST OF CHANGES TO THE WIC VENDOR CONTRACT

Beginning July 1, 2021

The following lists changes to the Michigan WIC Vendor Contract from the February 2020 version to the July 2021 version.

### General Changes

- Definitions, Vendor Sanction Policy, and Effective Date sections created.
- Contract sections are reordered and re-labeled.
- References to “Sanction Policy” changed to “Sanction Schedule.”
- References to “State Plan” changed to MI-WIC Vendor Policy.
- References to “Maximum price” changed to “Not-to-Exceed (NTE) price.”
- References to WIC “clients” changed to WIC “participants.”
- References to “Food instruments” replaced with language referring to “WIC benefits.”
- References to “WIC authorized” or “WIC foods” changed to as “WIC-approved foods.”
- ‘Rain checks’ now identified with single apostrophes.
- Cash Value Benefits defined as tender for fruits and vegetables beyond fresh fruits and vegetables.
- Cash value benefits shortened to CVB.
- National Michigan WIC Logo included in the header.

### Cover Page

- Owner’s Name added as a required field.
- Store Phone Number added as a required field.
- Contact Name and Number added as a required field.
- Vendor Email Address added as a required field.
- Vendor Mailing Address removed as a required field.

### Section I, Definitions (newly added section)

- Created Section.
- Updated terms and removed redundant information from above Vendor definition.
- Defined chain contract.
- Defined infant formula.
- Defined WIC nutritionals.
- Provided working definition of WIC-approved formulas.
- Defined WIC benefits.

## Section IV, Responsibilities - Vendor

- Removed redundant “comply with all federal regulations, state laws, rules and regulations.”
- Updated terms and removed redundant information, including chain store contract statement, which is included in above Vendor definition.
- Statement of authority of contract added.
- Section IV, Item 1 “Keep a valid email address...” language added to outline Vendor’s responsibility to receive necessary communications and program updates.
- Section IV, Item 2 “Receive training...”
  - Vendor training responsibilities and opportunities described in greater detail.
  - Requirement that Vendor receive additional training if trained staff is no longer affiliated with Vendor.
- Section IV, Item 3 “Inform, train and update cashiers...” Vendor internal training responsibilities described in greater detail.
- Section IV, Item 4 “Be responsible...” language revised for clarity.
- Section IV, Item 6 subitems reordered and language revised for consistency and clarity.
- Section IV, Item 6 (A), “Stock as many varieties...” language revised to focus on increasing variety of foods available. Reference made to Minimum Stock Requirements. Reference to pharmacies removed as selection criteria and minimum stock requirements allow variable minimum stock requirements.
- Section IV, Item 6 (G), “Ensure all allowed incentives...” provides greater detail regarding incentive policy requirements.
- Section IV, Item 6 (I) “Never require...” clarified languages that Vendors never require a specified quantity for redeeming benefits and never require other cash or minimum purchases as a condition for redeeming WIC benefits.
- Section IV, Item 6 (J) “Allow up to the full quantity...” provided example that WIC Vendors must split cases in order to allow purchase of up to a WIC participant’s full benefit quantity.
- Section IV, Item 6 (M, N, O, and P) “Never provide...” language revised to elaborate and clarify Michigan WIC’s requirements surrounding exchanges.
- Section IV, Item 6 (P) “Never allow...” a new language added to require Vendors to conduct exchanges of WIC food items not fit for consumption.
- Section IV, Item 6 (R) “Allow the participant...” split tender transaction requirement added to Contract.
- Section IV, Item 7 “Clearly mark the price...” language revised to elaborate and clarify Michigan WIC’s requirements regarding price displays.
- Section IV, Item 8 “Accept WIC benefits...” language revised for a more accurate list of compliance authorities.
- Section IV, Item 8 (A and B) “A valid WIC EBT” new languages to include cardholder/PIN requirements.
- Section IV, Item 8 (J) “The Vendor must give...” new language to requirement to provide participant with receipt.
- Section IV, Item 8 (K and L) “When selling WIC-approved...” new languages to include fresh fruits and vegetables transaction requirements.
- Section IV, Item 9 “Maintain prices...” language added to reference peer groups.

- Section IV, Item 11 “When applicable, order WIC-approved formulas for WIC clients...” item added to define Pharmacy and Grocers with Pharmacy responsibility to source formula for clients upon request.
- Section IV, Item 13 “Always display to the public...” language added to include requirement that Vendor cease advertising participation in WIC once participation ends.
- Section IV, Item 14 “Respond to any and all surveys” language revised to include requirement to respond to any and all surveys rather than a singular WIC Vendor Survey.
- Section IV, Item 15 “Ensure that no conflict...” language added to prohibit conflict of interest comprehensive to individuals affiliated with the contracted Vendor.
- Section IV, Item 16 “Notify the Department...” language added to include change of ownership notification requirements.
- Section IV, Item 17 “Notify the Department...” language added to include requirement that the Vendor notify of inability to transact WIC for any reason.
- Section IV, Item 19 “Never allow total sales...” language added to clarify notification of sales requirement.
- Section IV, Item 22 “Permit unannounced visits by Local, State or Federal Agency” language added to include compliance with WIC Vendor Contract as goal of unannounced visits and to include requirement that agency representatives are treated with respect.
- Section IV, Item 23 “Upon request...” language revised to require Vendor provide access to records for more comprehensive circumstances.
- Section IV, Item 24 “Assure that WIC participants are not discriminated against on the basis of...” protected classes expanded to include all those applicable in the state of Michigan under the Elliott-Larsen Civil Rights Act (1976 PA 453).
- Section IV, Items 25, 26, 27, 28, and 29 “Comply with EBT Minimum Lane Coverage...” language revised to be applicable and understandable in the state-specific context of the Michigan WIC Program.

#### **Section V, Purchase and Inventory Record Requirements**

- Section V, Item 5 “The Vendor must purchase WIC-approved formula from wholesalers, distributors...” Acceptable sources for purchasing formula expanded to include pharmacies licensed by LARA – as the safety standards for pharmacies required for license by Michigan’s Licensing and Regulatory Affairs are on-par or greater than those for food establishments. This change is made to greater promote food access as well.
- Information consolidated in a brief introduction and a single list of purchase and inventory record acceptability criteria.
- Contact information included for Michigan’s Department of Agriculture and Rural Development.

#### **Section VI, Vendor Payments and Claims**

- Reference made to MI-WIC Vendor Policy 2.03.
- More detailed provisions included on Vendor claim process.
- More detailed provisions included on inventory audits as they relate to claims.

- Project Main replaced with SIGMA Self Service as a financial platform with which a Vendor may need to register upon Department request.

#### **Section XI, Responsibilities - Department**

- Provision included requiring the Department to provide the Vendor with a unique Vendor number.
- Provisions reordered for clarity.

#### **Section XII, Reauthorization (formerly titled Renewability)**

- Provision included requiring the Vendor to file a new application to be considered for reauthorization.

#### **Section XIII, Non-Transferability**

- Definitions included regarding change of ownership and change of location.
- Provisions regarding non-permissible transfers of ownership or location
- Guideline included for new owners submitting an application for a separate contract.

#### **Section XVIII, Appeals**

- Section restructured for clarity

#### **Section XIV, Chain Contract (formerly titled Chain Stores)**

- Identifies each chain location as a separate Vendor.
- Language now allows for multiple attachments denoting Vendors included on the chain contract.

#### **Section XVI Vendor Sanction Policy (newly added section)**

- Provisions outline how violations of the WIC Vendor Contract are enforced via the WIC Vendor Sanction Policy.

#### **Section XVII Expiration, Termination of Contract and Disqualification from WIC Program**

- Clause removed regarding 15-day termination orders.
- “Reasons” for issuing a termination revised to “languages” for issuing a termination.

#### **Section XVIII Appeals Policy (formerly titled Administrative Review Procedures)**

- Revised to include reference to MI-WIC Policy.

### **Section XIX Penalty**

- Provision included that the Michigan WIC Program serve as a mandatory reporter of criminal fraud or abuse.

### **Section XXI Severability**

- Reference made to federal regulations (7 CFR 246.12(l)(1)(viii)).

### **Section XXII, Responsibilities - Department**

- Protected classes expanded to include all those applicable in the state of Michigan under the Elliott-Larsen Civil Rights Act (1976 PA 453).

### **Section XXIII Previous Contract Violations – Carry Over**

- Provision included that violations documented in a previous contract period may be used as the basis for adverse action.
- Further detail and adjusted language provided on administrative violation points and mandatory sanctions as outlined in the WIC Vendor Sanction Schedule.
- References to Sanction Schedule are now made to specific sections for clarity.

### **Section XXIV Confidentiality/Safeguarding of Information (newly added Section)**

- Provisions included on requirements that Vendors protect personal protected or private information of participants.

### **Section XXV Special Certification**

- Updated language to remove reference to contracting process prior to emails.

### **Section XXVI Effective Date (newly added Section)**

- Provision included to specify period of performance for the WIC Vendor Contract.