

TERMS OF VENDOR AGREEMENT

WITNESSETH:

This agreement is pursuant to 10A NCAC 43D.0200-.0900

This agreement does not constitute a license or a property interest.

Section I

The Vendor Agrees to:

1. Comply with the terms of this agreement, state and federal WIC Program rules, regulations and policies and applicable law governing the Program, including any changes made during the agreement period;
2. Not submit false, erroneous, or misleading information to the state or local agency;
3. Not use the acronym "WIC" or the WIC logo, including close facsimiles thereof, in total or in part, either in the official name in which the vendor is registered or in the name under which it does business, if different;
4. Not use the WIC logo in advertising or promotional literature.
5. Not apply stickers, tags, or labels having the WIC acronym or logo on WIC-approved products.
6. Not provide incentive items to program participants if an individual incentive item costs the vendor \$2 or more and not provide transportation for participants to and from vendor's premises or deliver supplemental food. These restrictions apply only to predominantly WIC vendors.
7. Operate the store at a permanent and fixed location within the State of North Carolina. The store shall be located at the address indicated on the WIC vendor application and shall be the site at which WIC supplemental foods are selected by the WIC customer;
8. Purchase infant formula only from state-approved suppliers;
9. Keep the store open throughout the year for business with the public at least six days a week for a minimum of forty hours per week between 8:00 a.m. and 11:00 p.m.;
10. Excluding free-standing pharmacies, maintain Supplemental Nutrition Assistance Program (SNAP) authorization throughout the period of this agreement for the store;
11. Not have any owner(s), officer(s), or manager(s) who are employed, or who have a spouse, child, or parent who is employed by the state WIC program or the local WIC program serving the county in which the vendor conducts business. A vendor shall not have an employee who handles, transacts, deposits, or stores WIC food instruments or cash-value vouchers who is employed, or who has a spouse, child, or parent who is employed by the state WIC program or the local WIC program serving the county in which the vendor conducts business;
12. Not have any owner(s), officer(s), or manager(s) who in the last six years have been convicted of or had a civil judgement entered against them for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice;
13. Excluding chain stores and stores under a WIC corporate agreement that have a separate manager on site for each store, not have an owner who holds a financial interest in any of the following:
 - a. A SNAP vendor which is disqualified from participation in the SNAP or has been assessed a civil money penalty for hardship in lieu of disqualification and the time period during which the disqualification would have run, had a penalty not been paid, is continuing; or
 - b. Another WIC vendor which is disqualified from participation in the WIC Program or which has been assessed an administrative penalty pursuant to G.S. 130A-22(c1), Paragraph (k), or Paragraph (l) of 10A NCAC 43D .0706 as the result of violation of Paragraphs (g), (h)(1)(A), (h)(1)(B), (h)(1)(C), (h)(1)(D) or (h)(2)(D) of 10A NCAC 43D .0706, and if assessed a penalty, the time during which the disqualification would have run, had a penalty not been assessed, is continuing.

The requirements of this provision shall not be met by the transfer or conveyance of financial interest during the period of disqualification. Additionally, the requirements of this provision shall not be met even if such transfer or conveyance of financial interest in a SNAP vendor under 11(a)

of this provision prematurely ends the disqualification period applicable to that SNAP vendor. The requirements of this provision will apply until the time the SNAP vendor disqualification would have expired;

14. Be placed into a peer group in accordance with 10A NCAC 43D .0706(a);
15. Accept WIC Program food instruments and cash-value vouchers in exchange for WIC supplemental foods. Supplemental foods are those foods, which satisfy the requirements of 10A NCAC 43D .0501. The foods, specifications and product identification are described in the WIC North Carolina Shopping Guide for WIC Supplemental Foods effective October 1, 2009 in the WIC Vendor Manual which is incorporated by reference;
16. Provide only the authorized supplemental foods listed on the food instrument, accurately determine the charges to the WIC Program, and clearly complete the "Pay Exactly" box on the food instrument prior to obtaining the signature of the WIC customer. The WIC customer is not required to get all of the supplemental foods listed on the food instrument;
17. Provide only authorized fruits and vegetables in transacting a cash-value voucher and clearly complete the "pay exactly" box on the cash-value voucher prior to obtaining the signature of the WIC customer.
18. Allow WIC customers to obtain fruits and vegetables in excess of the value of the cash-value voucher and pay for that excess by using cash, SNAP benefits, or other methods accepted by the vendor.
19. Mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case at all times;
20. Enter in the "PAY EXACTLY" box only the total amount of the current shelf prices, or less than the current shelf prices, for the supplemental food actually provided; Not charge or collect sales taxes for the supplemental food provided; Not charge or collect tax on coupons used in conjunction with WIC food instruments. Tax is charged on the amount that exceeds the value of the cash-value voucher if paid in cash or other methods accepted by the vendor but not SNAP benefits.
21. Charge no more for supplemental food provided to a WIC customer than to a non-WIC customer or no more than the current shelf price, whichever is less;
22. Accept payment from the state WIC Program only up to the maximum price set by the state agency for each food instrument within that vendor's peer group; The maximum price for each food instrument will be based on the maximum prices set by the state agency for each supplemental food, as described in Subparagraph (b)(4)(A) of 10A NCAC 43D .0706, listed on the food instrument. A food instrument deposited by a vendor for payment, which exceeds the maximum price, shall be paid at the maximum price set by the state for that food instrument. This payment shall be in the form of a replacement food instrument issued by the local agency or a direct deposit into the vendor's bank account; Predominantly WIC vendors will be paid the maximum reimbursement level set by the state agency
23. Accept payment from the State WIC Program only up to the maximum value of the cash-value voucher. A cash-value voucher deposited by a vendor which exceeds the maximum value shall be paid at the maximum value of the cash-value voucher by a direct deposit into the vendor's bank account.
24. Not charge the state WIC Program more than the maximum price set by the state agency under Subparagraph (b)(4)(A) of 10A NCAC 43D .0706 for each supplemental food within the vendor's peer group;
25. Excluding exempt infant formulas, accept payment from the state WIC Program only up to the maximum price established for the contract brand infant formula under Subparagraph(b)(4)(A) of 10A NCAC 43D .0706 for the vendor's peer group. Predominantly WIC Vendors must accept the maximum allowable reimbursement set by the state agency for contract, and exempt formulas;
26. For free-standing pharmacies, provide only exempt infant formula and WIC-eligible medical foods;
27. Excluding free-standing pharmacies redeem at least \$2,000 annually in WIC supplemental food sales. Failure to redeem at least \$2,000 annually in WIC supplemental food sales shall result in termination of the WIC Vendor Agreement. The store must wait 180 days to reapply for authorization;
28. Accept WIC Program food instruments and cash-value vouchers only on or between the "DATE OF ISSUE" and the "PARTICIPANT MUST USE BY" dates;

29. Enter in the "Date Transacted" box the month, day and year the WIC food instrument or cash-value voucher is exchanged for the supplemental food prior to obtaining the signature of the WIC customer;
30. Ensure that the food instrument or cash-value voucher is signed in the presence of the cashier;
31. Refuse acceptance of any food instrument on which quantities, or dates have been altered; or any cash-value voucher on which the denomination or date has been altered;
32. Not transact food instruments or cash-value vouchers in whole or in part for cash, credit (including rainchecks), unauthorized food, or non-food items;
33. Clearly imprint the authorized WIC vendor stamp in the "Pay the Authorized WIC Vendor Stamped Here" box on the face of the food instrument or cash-value voucher;
34. Clearly imprint the vendor's bank deposit stamp or the vendor's name, address and bank account number in the "Authorized WIC Vendor Stamp" box in the endorsement;
35. Deposit WIC Program food instruments and cash-value vouchers in the vendor's bank within 60 days from the "DATE OF ISSUE" on the food instruments or cash-value vouchers;
36. Ensure that the authorized WIC vendor stamp is used only for the purpose and in the manner authorized by this agreement and assume full responsibility for the unauthorized use of the authorized WIC vendor stamp;
37. Maintain secure storage for the authorized WIC vendor stamp and immediately report loss of this stamp to the local agency;
38. Notify the local agency of misuse (attempted or actual) of WIC Program food instruments or cash-value vouchers;
39. Maintain the minimum inventory of supplemental foods specified in 10A NCAC 43D .0706(c)(24) in the store for purchase; Supplemental foods that are outside of the manufacturer's expiration date do not count towards meeting the minimum inventory requirement;
40. Ensure that all supplemental foods in the store for purchase are within the manufacturer's expiration date;
41. Not provide refunds or permit exchanges for authorized supplemental foods obtained with food instruments or cash-value vouchers, except for exchanges of an identical authorized supplemental food when the original authorized supplemental food is defective, spoiled, or has exceeded its "best if used by," "sell by" or other date limiting the sale or use of the food; an identical authorized supplemental food means the exact brand, type and as the original authorized supplemental food obtained and returned by the WIC customer;
42. Permit the purchase of supplemental food without requiring other purchases;
43. Offer WIC customers the same courtesies as offered to other customers including the acceptance of store and manufacturer's coupons; The vendor shall comply with the nondiscrimination provisions of 7 CFR parts 15, 15a, and 15b;
44. Attend, or require the store manager or an authorized store representative to attend, annual vendor training on WIC procedures and regulations upon notification of the training by the local agency;
45. Inform and train vendor's cashiers and other staff on WIC Program requirements; The vendor also agrees to be accountable for the actions of its owners, officers, managers, agents and employees who commit vendor violations;
46. Allow reasonable monitoring and inspection of the store premises and procedures to ensure compliance with the agreement and state and federal WIC Program rules, regulations and statutes. This includes, but shall not be limited to, allowance of access to all WIC food instruments and cash-value vouchers at the store, vendor records pertinent to the purchase and sale of WIC supplemental foods, including invoices, copies or purchase orders, and any other proofs of purchase, federal and state corporate and individual income tax and sales and use tax returns and all records pertinent to these returns, and books and records of all financial and business transactions. These records must be retained by the vendor for a period of three years or until any audit pertaining to these records is resolved, whichever is later. Failure or inability to provide these records or providing false records for an inventory audit shall be deemed a violation of 7 C.F.R. 246.12(l)(1)(iii)(B) and Part(g)(2)(A) of this Rule;
47. Submit a current accurately completed WIC Price List when signing this agreement and by April 1 and October 1 of each year; The vendor also agrees to submit a WIC Price List within one (1) week of any written request by the state or local agency;

48. Reimburse the state agency within thirty (30) days of written notification of a claim assessed due to a vendor violation that affects payment to the vendor or a claim assessed due to the unauthorized use of the authorized WIC vendor stamp. The state agency has the authority to deny payment or assess a claim in the amount of the full purchase price of each food instrument or cash-value voucher affected by the vendor violation. Denial of payment by the state agency or payment of a claim by the vendor for a vendor violation(s) shall not absolve the vendor of the violation(s). The vendor will also be subject to any vendor sanctions authorized under 10A NCAC 43D .0706 for the vendor violation(s);
49. Not be paid for invalid food instruments or cash value vouchers in accordance with 10A NCAC 43D .0704(a), but may attempt to justify or correct an invalid food instrument or cash-value voucher and may be paid in accordance with 10A NCAC 43D.0704(b);
50. Not seek restitution from the WIC customer for reimbursement paid by the vendor to the state agency or for WIC food instruments or cash-value vouchers not paid or partially paid by the state agency. Additionally, the vendor may not charge the WIC customer for authorized supplemental foods obtained with food instruments; or cash value vouchers. Vendors may charge WIC customers for the value of any fruits and vegetables obtained with a cash-value voucher that exceeds the maximum value printed on the cash-value voucher;
51. Not contact a WIC customer outside the store regarding the transaction or redemption of WIC food instruments or cash-value vouchers;
52. Notify the local agency in writing at least 30 days prior to a change of ownership, change in location, cessation of operations, or withdrawal from the WIC Program;
53. Return the authorized WIC vendor stamp to the local agency upon termination of this agreement or disqualification from the WIC Program;
54. Be monitored for compliance with Program requirements through routine monitoring, compliance buys and/or inventory audits, or any other means the state agency deems necessary to determine compliance with Program requirements; and
55. The WIC Vendor Agreement does not constitute a license or a property interest. A vendor must reapply to continue to be authorized beyond the period of its current WIC Vendor Agreement. Additionally, a store must reapply to become authorized following the expiration of a disqualification period or termination of the Agreement. In all cases, the vendor applicant will be subject to the vendor selection criteria in 10A NCAC 43D .0706(b) at the time of application or reapplication.

Section II

The Local Agency Agrees to:

1. Provide annual vendor training on WIC program requirements;
2. Monitor the vendor's performance under this agreement in a reasonable manner to ensure compliance with the agreement, state and federal WIC Program rules, regulations and applicable law; A minimum of one-third of all authorized vendors, excluding military commissaries, shall be monitored within a contract year (October 1 – September 30) and all vendors shall be monitored at least once within three consecutive contract years. Any vendor shall be monitored within one (1) week of a written request by the state agency;
3. Provide vendors with the North Carolina WIC Vendor Manual, all Vendor Manual Amendments, blank WIC Price Lists, and the authorized WIC vendor stamp indicated on the signature page of this agreement;
4. Assist the vendor with questions regarding the vendor's participation in the WIC Program; and
5. Keep records of the transactions between the parties under this agreement in accordance with the NC Department of Health and Human Services Records Retention Schedule.

Section III

The State Agency Agrees to:

1. Make payment to the vendor for food instruments and cash value vouchers upon compliance by the vendor with the conditions contained in Section I above. Payment will not be made unless and until the conditions in Section I above have been met. Notwithstanding the foregoing, if payment is made by the state agency and the conditions in Section I above have not been satisfied; the state agency will establish a claim and notify the vendor in writing. The vendor shall reimburse the state agency within thirty (30) days of notification of the claim;

2. Reserve the right to offset a claim against current and subsequent amounts owed to a vendor if a vendor fails to pay a claim;
3. Sanction the vendor in addition to denying payment or assessing a claim for vendor violations in accordance with the state agency's sanction system;
4. Reassess an authorized vendor's peer group designation at any time during the vendor's agreement period and place the vendor in a different peer group if upon reassessment the state agency determines that the vendor is no longer in the appropriate peer group;
5. Reassess a vendor at any time during the vendor's period of authorization to determine compliance with the state agency's vendor selection criteria; and
6. Monitor and/or investigate vendors to determine compliance with Program requirements.
7. Mail Notices of Violation letters to vendors regarding first violations as appropriate.

Disqualification and Termination:

1. The State agency will disqualify a vendor or impose a civil money penalty in lieu of disqualification for reasons of program abuse in accordance with the state's vendor sanction system. The State agency shall provide the vendor with prior written warning that violations were occurring before imposing such sanctions unless providing such notice jeopardizes the investigation;
2. The State agency shall permanently disqualify a vendor convicted of trafficking in food instruments or cash-value vouchers or selling firearms, ammunitions, explosives, or controlled substances [as defined in section 102 of the Controlled Substances Act (21U.S.C.802)] in exchange for food instruments or cash-value vouchers. A vendor shall not be entitled to receive any compensation for revenues lost as a result of such violation;
3. The State agency shall disqualify a vendor for the violations listed in Category I of the Vendor Sanction System referenced on page 8 of this Agreement. However, if the State agency determines that disqualification of the vendor would result in inadequate participant access, the State agency shall impose a civil money penalty in lieu of disqualification for violations in Category I (B-I). The State agency shall not impose a civil money penalty in lieu of disqualification for third or subsequent sanctions for violations in Category I (B-I);
4. The State agency shall impose sanctions as listed in Categories II and III. State agency sanctions include disqualification or civil money penalties assessed in lieu of disqualification if the state agency determines disqualification of vendor would result in undue participant hardship;
5. The total period of disqualification imposed for state agency violations investigated as part of a single investigation may not exceed one year. A civil money penalty shall not exceed \$11,000 for each violation. The amount of civil money penalties imposed for violations investigated as part of a single investigation shall not exceed \$44,000;
6. The State agency shall disqualify a vendor who has been disqualified from the SNAP. However, if the State agency determines that disqualification of the vendor would result in inadequate participant access, the State agency shall impose a civil money penalty in lieu of WIC disqualification;
7. Disqualification from the WIC Program may result in disqualification as a retailer in the SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP;
8. A change in ownership, change in location of more than three miles from the vendor's previous location, cessation of operations, withdrawal from the WIC Program or disqualification from the WIC Program shall result in termination of the WIC Vendor Agreement by the state agency;
9. A vendor applicant shall not become authorized as a WIC vendor if the store has been disqualified from participation in the WIC Program and the disqualification period has not expired. Change of ownership, change in location, ceasing operations, withdrawal from the WIC Program or nonrenewal of the WIC Vendor Agreement shall not terminate a disqualification period applicable to the store;
10. A vendor who commits fraud or abuse of the Program is liable to prosecution under applicable Federal, State, or local laws. Under 7 C.F.R. 246.23, those who have willfully misapplied, stolen, or fraudulently obtained program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or, more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both;
11. Either the State agency or the vendor may terminate this agreement for cause after providing 30 days advance written notice. This agreement may be terminated by mutual agreement of both parties at any time. Neither the State agency nor the vendor has an obligation to renew the vendor agreement;
12. The State agency may reassess any authorized vendor at any time during the vendor agreement period using the selection criteria in effect at the time of the reassessment and will sanction the vendor and/or terminate the agreement with the vendor if the vendor fails to meet the criteria in accordance with 10A NCAC 43D .0706(c)(40).

Appeal Procedure:

The vendor appeal procedures shall be in accordance with 10A NCAC 43D .0800. The vendor may appeal the adverse actions listed in 7 C.F.R.246.18 (a)(1)(i) and (a)(1)(ii). However, the following actions are not subject to administrative review: the validity or appropriateness of the state agency's vendor limiting or selection criteria; the validity or appropriateness of the state agency's participant access criteria and the state agency's participant access determinations; the expiration of a vendor's agreement, disputes regarding food instrument or cash-value voucher payments and vendor claims; and the disqualification of a vendor as a result of disqualification from the SNAP.

Minimum Inventory – 10A NCAC 43D .0706(c)(24)

The following items and sizes constitute the minimum inventory of supplemental foods for vendors in Peer Groups I-III of Subparagraph (a)(1) and vendors in Peer Groups I – IV of Subparagraph (a)(3) of 10A NCAC 43D .0706.

Food Type	Type of Inventory	Required Quantities
MILK	Whole fluid: gal	2 gallons
	-and- Skim/lowfat fluid: gal containers	4 gallons
CHEESE	1 pound package	2 pounds
CEREALS	2 types (Whole Grain only) (Minimum pkg. Size 12 oz.)	6 packages
EGGS	Grade A, large: White: one dozen size carton	2 dozen
JUICES	Single strength: 48 ounce container	4 containers
	64.ounce container	4 containers
DRIED PEAS/BEANS	one pound package	2 packages
PEANUT BUTTER	16 to 18 oz container	2 containers
INFANT CEREAL	8 ounce box	6 boxes
INFANT FORMULA	Milk-based concentrate; 13 ounce Soy-based concentrate; 13 ounce	34 cans 17 cans
	Milk-based powder 12.9 to 14.3 ounce And Soy-based powder; 12.9 – 14.3 ounce Brands must be the primary contract infant formula	10 cans 5 cans
FRUITS	14 to 16 ounce can: 2 varieties	6 cans
VEGETABLES	14 to 16 ounce can: 2 varieties	6 cans

Vendor Sanction System – 10A NCAC 43D .0706(g) and (h)

Category I Violations	Disqualification
A. A vendor criminally convicted of trafficking in food instruments or cash-value vouchers or selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments or cash-value vouchers.	Permanent
B. One occurrence of buying or selling food instruments or cash-value vouchers for cash (trafficking) or one occurrence of selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments or cash-value vouchers.	6 years
C. One occurrence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments or cash value- vouchers.	3 years
D. Claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of the supplemental food item for six or more days within a 60-day period. The six or more days do not have to be consecutive days within the 60-day period. Failure or inability to provide records or providing false records required under Subparagraph (c)(30) of this Rule for an inventory audit shall be deemed a violation of 7 C.F.R.246.12(l)(1)(iii)(B) and Subparagraph (g)(2)(A) of this Rule.	3 years
E. Two occurrences of vendor overcharging within a 12-month period.	3 years
F. Two occurrences of receiving, transacting or redeeming food instruments or cash-value vouchers outside of authorized channels, including the use of an unauthorized vendor or unauthorized person within a 12-month period.	3 years
G. Two occurrences of charging for supplemental food not received by the WIC customer within a 12-month period.	3 years
H. Two occurrences of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C.802, in exchange for food instruments or cash-value vouchers within a 12-month period.	1 year
I. Three occurrences of providing unauthorized food items in exchange for food instruments or cash-value vouchers, including charging for supplemental food provided in excess of those listed on the food instrument within a 12-month period.	Double Sanctions
J. 2 nd sanction, excluding sanctions for trafficking convictions SNAP disqualifications.	Double Sanctions and no CMP option
K. 3 rd sanction, excluding sanctions for trafficking convictions and SNAP disqualifications.	Same as SNAP disqualification
L. Disqualification from SNAP	

Category II Violations	Disqualification
A. Failure to properly transact a WIC food instrument or cash-value voucher by not completing the date and purchase price on the WIC food instrument or cash-value voucher before obtaining the signature, of the WIC customer, by not obtaining the signature in the presence of the cashier, or by accepting a WIC food instrument or cash value-voucher prior to the "Date of Issue" or after the "Participant Must Use By" dates on the food instrument or cash-value voucher.	90 days/each occurrence
B. Requiring a cash purchase to transact a WIC food instrument or cash-value voucher.	60 days/each occurrence
C. Requiring the purchase of a specific brand when more than one WIC supplemental food brand is available.	30 days/each occurrence
D. Failure to submit a WIC Price List as required by Subparagraph (c)(30) of 10 A NCAC 43D .0706.	30 days/each occurrence

Category III Violations
When a vendor commits any of the following violations, the vendor shall be assessed sanction points as follows for each occurrence:
<ul style="list-style-type: none"> A. 2.5 points for: <ul style="list-style-type: none"> i. stocking WIC supplemental foods outside of the manufacturer's expiration date; or ii. unauthorized use of "WIC" acronym or the WIC logo. B. 5 points for: <ul style="list-style-type: none"> i. failure to attend annual vendor training; ii. failure to stock minimum inventory; iii. failure to mark the current shelf prices of all WIC supplemental foods clearly on the foods or have the prices posted on the shelf or display case; or iv. failure of PWV to comply with 10A NCAC 43D.0706(c)(38) regarding incentive items and services C. 7.5 points for: <ul style="list-style-type: none"> i. discrimination on the basis of WIC participation (separate WIC lines, denying trading stamps etc.); or ii. contacting a WIC customer in an attempt to recoup funds for food instruments or cash-value vouchers or contacting a WIC customer outside the store regarding the transaction or redemption of WIC food instruments or cash-value vouchers.. D. 15 points for: <ul style="list-style-type: none"> i. failure to allow monitoring of a store by WIC staff when required; ii. failure to provide WIC food instruments or cash-value vouchers for review when requested; iii. failure to provide store inventory records when requested by WIC staff except as provided in Subparagraphs (c)(30) and (g)(2)(A) of 10A NCAC 43D.0706 for failure or inability to provide records for an inventory audit; iv. nonpayment of a claim made by the State agency; or v. providing false information on vendor records (application, vendor agreement, price list, WIC food instrument(s), monitoring forms), except as provided in Subparagraphs (c)(30) and (g)(2)(A) of 10A NCAC 43D.0706 for providing false records for an inventory audit; or vi. failure to purchase infant formula from a state-approved supplier.

Sanction points remain on the vendor's record for 12 months or until the vendor is disqualified as a result of those points. A vendor with 15 or more points shall be disqualified. The formula to calculate the disqualification period is: the number of points assigned to the violation carrying the highest number of sanction points multiplied by 18 days. Additionally, if the vendor has accumulated more than 15 points, 18 days shall be added to the disqualification period for each point over 15 points.