

(2) When Penalty Periods Would Not Overlap

When multiple transfers are made in such a way that the penalty periods for each would not overlap, the Worker must treat each transfer as a separate event, with its own penalty period.

All penalties for transferred assets run consecutively.

b. Length of Penalty

The penalty period lasts for the number of whole months determined by the following calculation:

Total amount transferred during the look-back period divided by 100% of the current FPL for the AG size.

When the amount of the transfer is less than the FPL amount, no penalty is applied until a series of transfers totals more than the FPL amount.

The penalty runs continuously from the first day of the penalty period, whether or not the client continues to receive benefits.

There is no maximum or minimum number of months a penalty may be applied.

c. Who Is Affected By the Penalty

The WV WORKS AG is affected by any transfer described above when any AG member, disqualified individual or any entity acting on behalf of, or at the discretion of, a member or a disqualified individual transfers an asset.

When the AG splits into 2 or more groups, the remaining penalty period is divided equally between the adults included in the WV WORKS benefit. A recording in each affected case must specifically explain the division of the penalty period.

EXAMPLE: Mr. and Mrs. Green received WV WORKS for themselves, Mrs. Green's 3 children from a previous marriage and Mr. Green's nephew. Mr. Green transferred an asset for less than FMV, and a 10-month penalty was imposed from February through November. Mr. Green leaves the home in April and Mrs. Green reapplies for WV WORKS. Mrs. Green continues to be ineligible.

However, because Mr. and Mrs. Green no longer live together, they each carry one-half of the remaining penalty period with them. Mrs. Green remains ineligible through July. There are 8 months remaining in the penalty period. Both have already been ineligible as a unit for February and March. Mrs. Green becomes ineligible beginning in April for 4 additional months. If Mr. Green reapplies, he will also be determined ineligible through July. If the children begin living with other adults, no part of the transfer penalty follows them, unless they live in the home with Mr. and/or Mrs. Green.

NOTE: When the number of months remaining in the penalty period does not divide evenly by the number of adults who were included in the AG, a portion of the appropriate 100% FPL is counted as income after the penalty months have been served.

EXAMPLE: Same situation as in the above example except that 7 months are remaining in the penalty period when Mr. Green leaves. The AG's containing Mr. Green and Mrs. Green are both ineligible for 3 months. In addition, \$934 (100% FPL for 6 people = \$1,862 ÷ 2) is counted as income for each of the adults in the 4th month.

8. Treatment Of Jointly Owned Assets

Jointly owned assets include assets held by an individual in common with at least one other person by joint tenancy, tenancy in common, joint ownership or any similar arrangement. Such an asset is considered to be transferred by the individual when any action is taken, either by the individual or any other person, that reduces or eliminates the individual's ownership or control of the asset.

Under this policy, merely placing another person's name on an account or asset as a joint owner might not constitute a transfer of assets, depending upon the specific circumstances involved. In such a situation, the client may still possess ownership rights to the account or asset and, thus, have the right to withdraw all of the funds at any time. The account, then, still belongs to the client.

However, actual withdrawal of funds from the account, or removal of all or part of the asset by another person, removes the funds or property from the control of the client, and, thus, is a transfer of assets. In addition, if placing another person's name on the account or asset actually limits the client's right to sell or otherwise dispose of it, the addition of the name constitutes a transfer of assets.

If either the client or the other person proves that the funds withdrawn were the sole property of the other person, the withdrawal does not result in a penalty.