owner and/or operator must have the MTU or E-MTU properly installed on the vessel and activated utilizing a type-approved communications provider. Upon completion of the installation and activation process, the vessel owner and/or operator must contact the VMS Support Center by calling 888–219–9228 to ensure the vessel is properly registered in the VMS system. OLE does not consider a vessel in compliance until the MTU or E-MTU signal has been received and processed by OLE.

III. Process

Vessel owners and/or operators that have purchased a MTU or E-MTU, and have validated their compliance with the applicable regulations through OLE, may contact the PSMFC, 45 SE 82nd Drive, Suite 100, Gladstone, Oregon 97027–2522, phone 503–650–5300, fax 503–650–5426, for a reimbursement application. Once the application is received and completed by the vessel owner and/or operator, it must be returned to PSMFC along with proof of eligibility in order to qualify for an award. The required proof of eligibility includes proof of a valid commercial fishing permit for fishery requiring VMS; proof of purchase and the purchase price of a type-approved MTU or E-MTU; and a valid compliance confirmation code issued by OLE.

Vessel owners and/or operators are not restricted as to which type-approved MTU or E-MTU device they can purchase. However, the amount of the reimbursement will be limited to the cost of the least expensive MTU or E-MTU type-approved for their permitted fishery. Vessel owners and/or operators are encouraged to compare the features of all MTU and E-MTU devices type-approved for their permitted fishery prior to making their purchase decision. Vessel owners/operators are limited to reimbursement of the cost of purchasing one MTU or E-MTU per permitted vessel.

Dated: July 11, 2006.

William T. Hogarth,

Assistant Administrator for Fisheries, National Marine Fisheries Service.

[FR Doc. E6–11550 Filed 7–20–06; 8:45 am]

BILLING CODE 3510–22–S

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 06–C0005]

Tiffany and Company, a Corporation, Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Tiffany and Company, a corporation, containing a civil penalty of $262,500.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by August 7, 2006.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 06–C0005, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: William J. Moore, Jr., Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504–7583.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: July 18, 2006.

Todd A. Stevenson,

Secretary.

In the Matter of Tiffany and Company, a Corporation

Settlement Agreement and Order

1. This Settlement Agreement is made by and between the staff (the ''staff'') of the U.S. Consumer Product Safety Commission (the ''Commission'') and Tiffany and Company (''Tiffany''), a corporation, in accordance with 16 CFR 1118.20 of the Commission's procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act (''CPSA''). This Settlement Agreement and the incorporated attached Order resolve the staff's allegations set forth below.

The Parties

2. The Commission is an independent federal regulatory agency responsible for the enforcement of the Consumer Product Safety Act, 15 U.S.C. 2051–2084.

3. Tiffany is a corporation organized and existing under the laws of the State of New York with its principal corporate office located at 727 Fifth Avenue, New York, New York. At all times relevant herein Tiffany marketed, distributed and sold fine jewelry, timepieces, china, crystal, silverware and silver baby rattles and teethers, among other consumer products.

Staff Allegations

4. From November 2002 through February 2004, Tiffany sold in United States commerce approximately 4,255 sterling silver rattle/teethers with small farm animal figures (''Teethers'').

5. The Teethers are ''consumer products'' and, at the times relevant herein, Tiffany was a ''retailer'' of ''consumer products'', which were ''distributed in commerce'' as those terms are defined in sections 3(a)(1), (6), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(1), (6), (11), and (12).

6. The Teethers are defective because a metal bar at the center of the Teether can break off at its soldered joints during use releasing small round beads and small animal figures. The small beads and figures can pose an aspiration and choking hazard to babies.

7. Between November and December 2003, Tiffany learned about at last two incidents of Teethers cracking at the soldered joint. In February 2004, Tiffany learned about one incident in which a Teether broke at the soldered joint, and a baby was reported to be mouthing a small animal figure that fell off of the Teether. Tiffany determined that hand polishing during Teether manufacture could weaken the cross bar solder joints and lead to separation of that metal bar from the Teether ring.

8. Tiffany suspended Teether sales following the February 2004 incident. Tiffany did not report the problem to the Commission. Tiffany received two more reports of Teethers cracking in March 2004. The firm did not report to the Commission until June 2004, after the Commission opened its own investigation and requested Tiffany to do so.

9. Although Tiffany had obtained sufficient information to reasonably support the conclusion that the Teethers contained a defect which could create a substantial product hazard, it failed to inform the Commission of such defect and risk and required by Section 15(b)(2) of the CPSA, 15 U.S.C. 2064(b)(2). In failing to do so, Tiffany ''knowingly'' violated Section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4), as the

term ''knowingly'' is defined in Section 20(d) of the CPSA, 15 U.S.C. 2069(d).

10. Pursuant to Section 20 of the CPSA, 15 U.S.C. 2069, Tiffany is subject to the imposition of a civil penalty for its failure to make a report pursuant to Section 15(b) of the CPSA, 15 U.S.C. 2064(b).

Response of Tiffany

11. Tiffany denies the allegations set forth in Paragraphs 4–10 above. Tiffany specifically denies that the Teethers contain a defect that could create a substantial product hazard, that the company had obtained information to reasonably support the conclusion that the Tethers were so defective or posed such a risk, that the company was obligated to report to the Commission under Section 15(b) of the CPSA, or that the company violated Section 19(a)(4) of the CPSA or any other section of the CPSA, ''knowingly'' or otherwise.

12. Tiffany stopped sale of the Teethers immediately upon receiving notice of the one incident in which a Teether broke, and in May contacted customers who had purchased Teethers, urging them to return the item. Tiffany also filed a report with the Commission, at the request of the staff.

13. Tiffany is not aware of any consumer injury related in any way to the Teethers, nor has the staff alleged that any injuries have occurred.

14. Tiffany enters into this Settlement Agreement for the purposes of compromise and settlement only, to avoid incurring additional legal costs and expenses.

Agreement of the Parties

15. The Commission has jurisdiction over this matter and over Tiffany under the CPSA, 15 U.S.C. 2051–2084.

16. The parties enter into this Settlement Agreement for settlement purposes only. The Settlement Agreement does not constitute a determination by the Commission that Tiffany violated the CPSA or any other law or regulation, nor an admission by Tiffany of any liability or wrongdoing by Tiffany, or that Tiffany violated the CPSA or any other law or regulation.

17. In settlement of the staff's allegations, Tiffany agrees to pay a civil penalty of two hundred sixty-two thousand five hundred dollars ($262,500.00) within ten (10) calendar days of receiving service of the Final Order of the Commission accepting this Settlement Agreement. This payment shall be made by check payable to the order of the United States Treasury.

18. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, the Commission shall place this Agreement and Order on the public record and shall publish it in the **Federal Register** in accordance with the procedure set forth in 16 CFR 1118.20(e). If the Commission does not receive any written request not to accept the Settlement Agreement and Order within 15 calendar days, the Agreement and Order shall be deemed finally accepted on the 16th calendar day after the date it is published in the **Federal Register**.

19. Upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, Tiffany knowingly, voluntarily and completely waives any rights it may have in this matter to the following: (i) An administrative or judicial hearing; (ii) judicial review or other challenge or contest of the validity of this Agreement and Order as issued and entered; (iii) a determination by the Commission as to whether Tiffany failed to comply with the CPSA and its underlying regulations; (iv) a statement by the Commission of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

20. The Commission and Tiffany may publicize the terms of the Settlement Agreement and Order.

21. This Settlement Agreement and Order shall apply to, be binding upon, and inure to the benefit of, Tiffany and each of its successors and assigns.

22. The Commission's Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051–2084, and a violation of the Order may subject Tiffany to appropriate legal action.

23. This Settlement Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretations made outside of this Settlement Agreement and Order may not be used to vary or to contradict its terms.

24. This Settlement Agreement and Order shall not be waived, changed, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such amendment, modification, alteration, change, or waiver is sought to be enforced and approval by the Commission.

25. This Settlement Agreement becomes effective only upon its final acceptance by the Commission and service on Tiffany of the incorporated Final Order.

26. If, after the effective date hereof, any provision of this Settlement Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Settlement Agreement and Order, such provision shall be fully severable. The rest of the Settlement Agreement and Order shall remain in full effect, unless the Commission and Tiffany determine that severing the provision materially changes the purpose of the Settlement Agreement and Order.

Tiffany and Company

Dated: May 11, 2006.

By: Patrick B. Dorsey,
Senior Vice President, Secretary and General Counsel, Tiffany and Company.

Dated: May 24, 2006.

By: Philip Katz,
Hogan & Hartson, L.L.P., 555 Thirteenth Street, NW., Washington, DC 20004.

U.S. Consumer Product Safety Commission

John Gibson Mullan,
Director, Office of Compliance & Field Operations.

Ronald G. Yelenik,
Acting Director, Legal Division, Office of Compliance.

Dated: July 18, 2006.

By: William J. Moore, Jr.,
Senior Trial Attorney, Legal Division, Office of Compliance.

In the Matter of Tiffany and Company, a Corporation

Order

Upon consideration of the Settlement Agreement entered into between Tiffany and Company (''Tiffany'') and the staff of the U.S. Consumer Product Safety Commission (the ''Commission''), and the Commission having jurisdiction over the subject matter and over Tiffany, and it appearing that the Settlement Agreement is in the public interest, it is

I.

Ordered that the Settlement Agreement be, and hereby is, accepted; and it is

II.

Further ordered that Tiffany shall pay a civil penalty of two hundred sixty-two thousand five hundred dollars ($262,500.00) within ten (10) calendar days of service of the Final Order of the Commission accepting the Settlement Agreement. This payment shall be made by check payable to the order of the United States Treasury. Upon the failure of Tiffany to make full and timely payment or upon the making of a late payment, (i) The entire amount of the civil penalty shall become due and payable, and (ii) interest on the outstanding balance shall accrue and be paid at the Federal legal rate of interest under the provisions of 28 U.S.C. 1961(a) and (b).

Provisionally accepted and Provision Order issued on the 18th day of July, 2006.

By Order of the Commission.

Todd A. Stevenson,

Secretary, Consumer Product Safety Commission.

[FR Doc. 06–6402 Filed 7–20–06; 8:45 am]

BILLING CODE 6355–01–M

DEPARTMENT OF DEFENSE

Office of the Secretary

[No. DOD–2006–HA–0161]

Proposed Collection; Comment Request

AGENCY: Office of the Assistant Secretary of Defense for Health Affairs, DoD.

ACTION: Notice.

In accordance with section 3506(c)(2)(A) of the Paperwork Reduction Act of 1995, the Office of the Assistant Secretary of Defense for Health affairs announces the extension of a proposed public information collection and seeks public comment on the provisions thereof. Comments are invited on: (a) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the information collection; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the information collection on respondents, including through the use of automated collection techniques or other forms of information technology.

DATES: Consideration will be given to all comments received by September 19, 2006.

ADDRESSES: You may submit comments, identified by docket number and title, by any of the following methods:

• *Federal eRulemaking Portal: http://www.regulations.gov.* Follow the instructions for submitting comments.

• *Mail:* Federal docket Management System Office, 1160 Defense Pentagon, Washington, DC 20301–1160.

Instructions: All submissions received must include the agency name, docket number and title for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available for public viewing on the Internet at *http://www.regulations.gov* as they are received without change, including any personal identifiers or contact information.

FOR FURTHER INFORMATION CONTACT: To request more information on this proposed information collection, please write to TRICARE Management Activity, Medical Benefits and Reimbursement Systems, 16401 East Centretch Parkway, ATTN: David Bennett, Aurora, CO 80011–9043, or call TRICARE Management Activity, Medical Benefits and Reimbursement Systems, at (303) 676–3494.

Title and OMB Number: Application for TRICARE-Provider Status: Corporation Services Provider; OMB Number 0720–0020.

Needs and Uses: The information collection will allow eligible providers to apply for Corporate Services Provider status under the TRICARE program.

Affected Public: Businesses or other for-profit; not-for-profit institutions.

Annual Burden Hours: 200.

Number of Respondents: 200.

Responses for Respondent: 1.

Average Burden per Response: 60 minutes.

Frequency: On occasion.

SUPPLEMENTARY INFORMATION:

Summary of Information Collection

On March 10, 1999, TRICARE Management Activity (TMA), formerly known as OCHAMPUS, published a finale rule in the **Federal Register** (64 FR 11765), creating a fourth class of TRICARE providers consisting of freestanding corporations and foundations that render principally professional ambulatory or in-home care and technical diagnostic procedures. The intent of the rule was not to create additional benefits that ordinarily would not be covered under TRICARE if provided by a more traditional health care delivery system, but rather to allow those services which would otherwise be allowed except for an individual provider's affiliation with a freestanding corporate facility. The addition of the corporate class will recognize the current range of providers within today's health care delivery structure, and give beneficiaries access to another segment of the health care delivery industry. Corporate services providers must be approved for Medicare payment, or when Medicare approval status is not required, be accredited by a qualified accreditation organization to gain provider authorization status under TRICARE. Corporate services providers must also enter into a participation agreement which will be sent out as part of the initial authorization process. The participation agreement will ensure that TRICARE determined allowable payments, combined with the cost-share/copayment, deductible, and other health insurance amounts, will be accepted by the provider as payment in full.

The application for TRICARE-Provider Status: Corporate Services Provider, will collect the necessary information to ensure that the conditions are met for authorization as a TRICARE corporate services provider: *i.e.,* the provider (1) is a corporation or a foundation, but not a professional corporation or professional association; (2) provides services and related supplies of a type rendered by TRICARE individual professional providers or diagnostic technical services; (3) is approved for Medicare payment or when Medicare approval status is not required, is accredited by a qualified accreditation organization; and (4) has entered into a participation agreement approved by the Executive Director, TMA or a designee.

The collected information will be used by TRICARE contractors to process claims and verify authorized provider status. Verification involves collecting and reviewing copies of the provider's licenses, certificates, accreditation documents, etc. If the criteria are met, the provider is granted TRICARE-autorization status. The documentation and information are collected when: (1) A provider requests permission to become a TRICARE-authorized provider; (2) a claim is filed for care received from a provider who is not listed ont he contractors' computer listing of authorized providers; or (3) when a former TRICARE-authorized provider requests reinstatement.

The contractors develop the forms used to gather information based on TRICARE conditions for participation listed above. Without the collection of this information, contractors cannot determine if the provider meets TRICARE-authorization requirements for corporate services providers. If the contractor is unable to verify that a provider meets these authorization requirements, the contractor may not reimburse either the provider or the beneficiary for the provider's health care services.

To reduce the reporting burden to a minimum, TRICARE has carefully selected the information requested from respondents. Only that information which has been deemed absolutely essential is being requested. If necessary, contractors may verify credentials with Medicare, JCAHO and other national organizations by telephone. TRICARE is also participating with Medicare in the development of a National Provider System which will eliminate duplication of provider certification