participation in the Special Access Program.

EFFECTIVE DATE: September 1, 2000.

FOR FURTHER INFORMATION CONTACT: Lori E. Mennitt, International Trade Specialist, Office Textiles and Apparel, U.S. Department of Commerce, (202) 482–3400.

SUPPLEMENTARY INFORMATION:

Authority: Section 204 of the Agricultural Act of 1956, as amended (7 U.S.C. 1854); Executive Order 11651 of March 3, 1972, as amended.

The Committee for the Implementation of Textile Agreements (CITA) has determined that M. Fine & Sons has violated the requirements for participation in the Special Access Program, and has suspended M. Fine & Sons from participation in the Program for the period September 1, 2000 through February 28, 2002.

Through the letter to the Commissioner of Customs published below, CITA directs the Commissioner to prohibit entry of products under the Special Access Program by or on behalf of M. Fine & Sons during the period September 1, 2000 through February 28, 2002, and to prohibit entry by or on behalf of M. Fine & Sons under the Program of products manufactured from fabric exported from the United States during that period.

Requirements for participation in the Special Access Program are available in **Federal Register** notice 63 FR 16474, published on April 3, 1998.

Richard B. Steinkamp,

Acting Chairman, Committee for the Implementation of Textile Agreements.

Committee for the Implementation of Textile Agreements

August 29, 2000.

Commissioner of Customs,
Department of the Treasury, Washington, DC 20229.

Dear Commissioner: The purpose of this directive is to notify you that the Committee for the Implementation of Textile Agreements has suspended M. Fine & Sons from participation in the Special Access Program for the period September 1, 2000 through February 28, 2002. You are therefore directed to prohibit entry of products under the Special Access Program by or on behalf of M. Fine & Sons during the period September 1, 2000 through February 28, 2002. You are further directed to prohibit entry of products under the Special Access Program by or on behalf of M. Fine & Sons manufactured from fabric exported from the United States during the period September 1, 2000 through February 28, 2002.

Sincerely,

Richard B. Steinkamp,

Acting Chairman, Committee for the Implementation of Textile Agreements.

[FR Doc. 00–22506 Filed 8–31–00; 8:45 am]

BILLING CODE 3510–PR–M

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 00–C0012]

L. L. Bean, Inc., 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 1115.20. Published below is a provisionally-accepted Settlement Agreement with L. L. Bean, Inc., containing a civil penalty of $750,000.

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 September 18, 2000.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to ''Comment 00–C0012'', Office of the Secretary, U.S. Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: Anthony Murawski, Trial Attorney, Office of Compliance, U.S. Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504–0626, ext. 1207.

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

Dated: August 29, 2000.

Sadye E. Dunn,

Secretary.

Settlement Agreement and Order

1. L.L. Bean, Inc. (''L.L. Bean''), a corporation, enters into this Settlement Agreement and Order with the United States Consumer Product Safety Commission (''the CPSC'') in accordance with 16 CFR 1118.20 of the Commission's Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act (''CPSA'').

I. The Parties

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

3. L.L. Bean is a corporation organized and existing under the laws of the State of Maine. Its principal offices are located at Casco Street, Freeport, Maine 04033.

II. Staff Allegations

The AC25 Backpack Child Carrier

4. The AC25 Backpack Child Carrier (''the AC25'') is a backpack used by adults to carry small children. As an importer and catalog retail seller of the AC25, L.L. Bean imported and, through its catalog, sold approximately 13,000 units of this carrier from January 1997 through October 1998. The AC25 is used in or around a household or residence, or in recreation, and is a ''consumer product'' as that term is defined in section 3(a) of the CPSA, 15 U.S.C. 2052(a), and L.L. Bean is a manufacturer and retailer of this consumer product, distributed in commerce, pursuant to sections 3(a)(1), (4), and (6) of the CPSA, 15 U.S.C. 2052(a)(1), (4), and (6).

5. Some children who were carried in the AC25 were able to remove the unit's shoulder straps and stand up, allowing them to fall out of the top of the AC25. In addition, some children who were carried in the AC25 were able to slip a leg out of one leg hole and into the opposite leg hole of the unit, which allowed them (a) to slide out of a leg hole and strike the ground, or (b) to slide out of a leg hole and become entangled in the unit's shoulder straps, creating a risk of strangulation.

6. From October 1997 through August 1998, L.L. Bean learned of approximately twelve incidents in which children fell out of the top or slid through a leg hole in the AC25. Seven children fell out of the carrier and landed on the ground. Two of these children suffered bruises, or minor facial abrasions, contusions, or lacerations. In addition, two children became entangled in the unit's shoulder straps, creating a risk of strangulation.

7. As a result of these incidents, from September 2 to September 16, 1998, L.L. Bean sent supplemental warnings and instructions concerning proper adjustment of the straps in the AC25 to customers who had purchased the unit.

8. From early September through October 1998, after the supplemental instructions were sent, L.L. Bean received eleven more customer reports of children falling out of the AC25, which resulted in bruises and three

children becoming entangled in the unit's shoulder straps.

9. On November 10, 1998, L.L. Bean reported the AC25 to the Commission.

10. Before November 10, 1998, L.L. Bean obtained information which reasonably supported the conclusion that (a) the AC25 contained a defect or defects that could create a substantial product hazard, or that (b) the AC25 created an unreasonable risk of serious injury or death, but L.L. Bean failed to report such information to the Commission in a timely manner, as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b).

11. Based on the information is possessed before November 10, 1998, L.L. Bean knew or should have known that it was failing to provide information about the AC25 to the Commission in a timely manner, as required by section 15(b) of the CPSA, 15 U.S.C. 2065(b). Therefore, L.L. Bean ''knowingly'' failed to report under section 20(a) and (d) of the CPSA, 15 U.S.C. 2069(a) and (d), and is subject to civil penalties under section 20(a) of the CPSA, 15. U.S.C 2069(a).

W695 Backpack Child Carrier

12. The W695 Backpack Child Carrier (''the W695'') is a backpack used by adults to carry children. L.L. Bean imported and, through its catalog, sold approximately 13,000 units of this carrier from January 1993 through March 1995. The W695 is used in or around a household or residence, or in recreation, and is a ''consumer product'' as that term is defined in section 3(a) of the CPSA, 15 U.S.C. 2052(a), and L.L. Bean is a manufacturer and retailer of this consumer product, distributed in commerce, pursuant to sections 3(a)(1), (4), and (6) of the CPSA, 15 U.S.C. 2052(a)(1), (4), and (6).

13. Some children who were carried in the W695 were able to remove the unit's shoulder straps and stand up, allowing them to fall out of the top of the W695. In addition, some children who were carried in the W695 were able to slip a leg out of one leg hole and into the opposite leg hole of the unit, which allowed them (a) to slide out of a leg hole and strike the ground, or (b) to slide out of leg hole and become entangled in the unit's shoulder straps, creating a risk of strangulation.

14. From July 1993 through October 1997, L.L. Bean learned of approximately sixteen incidents in which children slipped through a leg hole or fell from the top of the W695. Three of these incidents resulted in a concussion and fractured wrist, a contusion, and a bump on the head/

15. In early November of 1998, L.L. Bean reported the AC25 to the Commission.

16. In November 1998, Commission staff met with L.L. Bean's representatives to discuss the recall of the AC25. Commission staff asked whether the company had received reports from customers of similar problems with its other backpack child carriers. During that meeting, an L.L. Bean representative told the staff that he did not know of such problems.

17. Between December 10, 1998 and February 19, 1999, following the recall of the AC25, L.L. Bean received eight more customer reports of children falling out of the W695.

18. On February 19, 1999, L.L. Bean reported the incidents described in paragraphs 14 and 17 to the Commission.

19. Before February 19, 1999, L.L. Bean obtained information which reasonably supported the conclusion that (a) the W695 contained a defect or defects that could create a substantial product hazard, or that (b) the W695 created an unreasonable risk of serious injury or death, but L.L. Bean failed to report such information to the Commission in a timely manner, as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b).

20. Based on the information it possessed before February 19, 1999, L.L. Bean knew or should have known that it was failing to provide information about the W695 to the Commission in a timely manner, as required by section 15(b) of the CPSA, 15 U.S.C. 2065(b). Therefore, L.L. Bean ''knowingly'' failed to report under section 20(a) and (d) of the CPSA, 15 U.S.C. 2069(a) and(d) is subject to civil penalties under section 20(a) of the CPSA, 15 U.S.C. 2069(a).

III. Response of L.L. Bean

21. L.L. Bean denies the allegation of the staff that the W695 and the AC35 contain defects which could create a substantial product hazard pursuant to section 15(a) of the CPSA, 15 U.S.C. 2064(a), and unreasonable risk of serious injury or death, or that L.L. Bean violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b).

22. In November 1998, information concerning the AC25 became apparent to L.L. Bean. Promptly thereafter, L.L. Bean voluntarily reported the AC25 to the Commission and proposed a recall. L.L. Bean voluntarily implemented, in cooperation with the Commission, a comprehensive recall under the Commission's Fast Track Program. In February 1999, information concerning the W695 became apparent to L.L. Bean asa result of the recall of the AC25. Promptly thereafter, L.L. Bean voluntarily reported the W695 to the Commission and proposed a recall. L.L. Bean voluntarily implemented, in cooperation with the Commission, a comprehensive recall of the W695 under the Commission's Fast Track Program. The reports received as a result of the recall of the AC25 and described in Paragraph 17 all related to incidents that occurred prior to the meeting between L.L. Bean attorneys and Commission staffe described in paragraph 16.

23. L.L. Bean is entering into this Settlement Agreement for settlement purposes only, to avoid incurring additional legal costs, and denies any liability or wrongdoing related to the W695 or the AC25.

IV. Agreement of the Parties

24. The Commission has jurisdiction over this matter and over L.L. Bean under the Consumer Product Safety Act (CPSA), 15 U.S.C. 2501 *et seq.*

25. L.L. Bean knowingly, voluntarily and completely waives any rights it may have in the above captioned case (1) to the issuance of a Complaint in this matter, (2) to an administrative or judicial hearing with respect to the staff allegations cited herein, (3) to judicial review or other challenges or contest of the validity of the Commission's Order, (4) to a determination by the Commission as to whether a violation of section 15(b) of the CPSA, 15 U.S.C. 2064(b), has occurred, and (5) to a statement of findings of fact and conclusions of law with regard to the staff allegations.

26. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, this Settlement Agreement and Order shall be placed on the public record and shall be published in the **Federal Register** in accordance with 16 CFR 1118.20.

27. The Settlement Agreement and Order becomes effective upon final acceptance by the Commission and its service upon L.L. Bean. L.L. Bean shall pay a civil penalty in the amount of seven hundred fifty thousand ($750,000.00) within 10 calendar days of service of such final Settlement Agreement and Order.

28. Upon provisional acceptance by the Commission, the Commission may publicize the terms of the Settlement Agreement and Order.

29. L.L. Bean agrees to the entry of the attached Order, which is incorporated herein by reference, and agrees to be bound by its terms.

30. This Settlement Agreement and Order is not deemed or construed as an admission by L.L. Bean or a

determination by the Commission (a) of any liability or wrongdoing by L.L. Bean; (b) that L.L. Bean knowingly or otherwise violated any law or regulation; (c) that the AC25 and W695 Child Carriers are defective or create a substantial product hazard, or are unreasonably dangerous; (d) that either of the Child Carriers or L.L. Bean has caused any injuries; (e) of the truth of any claims or other matters alleged or otherwise stated by the Commission or any other person either against L.L. Bean or with respect to the Child Carrier. Nothing contained in this Settlement Agreement and Order precludes L.L. Bean from raising any defense in my future litigation not arising out of the terms of this Settlement Agreement and Order.

31. Compliance by L.L. Bean with the Final Settlement and Order in the above-captioned case fully resolves and settles the allegations of violations of section 15(b) of the CPSA set out above.

32. The Commission's Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051 *et seq.,* and a violation of this Order may subject L.L. Bean to appropriate legal action.

33. This Settlement Agreement and Order is binding upon L.L. Bean and the assigns or successors of L.L. Bean.

34. Agreements, understandings, representations, or interpretations made outside this Settlement Agreement and Order may not be used to vary or to contradict its terms.

L.L. Bean, Inc.,

Dated: August 24, 2000.

Christopher J. McCormick,

Senior Vice President, Chief Marketing Officer.

The U.S. Consumer Product Safety Commission.

Alan H. Schoem,

Assostamt Executive Director, Office of Compliance.

Eric L. Stone,

Director, Legal Division, Office of Compliance.

Dated: August 25, 2000.

Anthony Murawski,

Attorney, Legal Division, Office of Compliance.

Order

Upon consideration of the Settlement Agreement entered into between L.L. Bean, Inc., a corporation, and the staff of the U.S. Consumer Produce Safety Commission; and the Commission having jurisdiction over the subject matter and L.L. Bean, Inc., and it appearing that the Settlement Agreement and Order is in the public interest, it is

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

Further Ordered, that, upon final acceptance of the Settlement Agreement and Order, L.L. Bean, Inc. shall pay the Commission a civil penalty in the amount of seven hundred fifty thousand dollars ($750,000) within ten (10) calendar days after service of this Final Order upon L.L. Bean, Inc.

Provisionally accepted and Provisional Order issued on the 29th day of August, 2000.

By Order of the Commission.

Sadye E. Dunn,

Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. 00–22471 Filed 8–31–00; 8:45 am]

BILLING CODE 6355–01–M

DEPARTMENT OF DEFENSE

Office of the Secretary

TRICARE; Civilian Health and Medical Program of the Uniformed Services (CHAMPUS); Defense and Veterans Head Injury Program (DVHIP) Demonstration Project.

AGENCY: Office of the Secretary, Department of Defense (DoD).

ACTION: Notice.

SUMMARY: This notice is to advise interested parties of an extension of a demonstration project in which the DoD is participating in the Defense and Veterans Head Injury Program (DVHIP) Protocol II *Traumatic Brain Injury (TBI) Rehabilitation: A Controlled, Rendomized Multicenter Study of Two Interdisciplinary Programs with Adjuvant Pharmacotherapy.* Under the demonstration, DoD will participate in a controlled trial of cognitive therapy for TBI at four participating Department of Veterans Affairs medical facilities. Participation in these clinical trials will provide access to cognitive rehabilitation for TRICARE/CHAMPUS beneficiaries when their conditions meet the study protocol eligibility criteria. The extension of the demonstration project will assist in meeting clinical trial goals and arrival at conclusions regarding the safety and efficacy of cognitive rehabilitation in the treatment of TBI. This demonstration project is under the authority of Title 10, United States Code (U.S.C.), Chapter 55, Section 1092.

EFFECTIVE DATE: August 1, 2000.

FOR FURTHER INFORMATION CONTACT: Mr. Tariq Shahid, Medical Benefits and Reimbursement Systems, TRICARE Management Activity, Aurora, CO, 80045–6900, telephone (303) 676–3801.

SUPPLEMENTARY INFORMATION:

A. Background

On July 29, 1997, the Department provided notice in the **Federal Register** (62 FR 40506) regarding the DVHIP demonstration. The demonstration purpose is to compare traditional and cognitive rehabilitation for patients with Traumatic Brain Injury (TBI) under DVHIP Protocol II TBI Rehabilitation: A Controlled Randomized Multicenter Study of Two Interdisciplinary Programs with Adjuvant Pharmacotherapy.

TBI is the principal cause of death and disability for young Americans, at an estimated cost of over $39 billion per year. Important advances have been made in prevention and acute care, yet the costs of TBI rehabilitation have been growing exponentially. This is in spite of the fact that few, if any, TBI rehabilitation modalities have been subjected to the degree of scientific scrutiny for efficacy and cost efficiency that is usually applied to other medical treatments. The escalating economic burden that TBI places on individual families, as well as on society, is unlikely to be controlled until this issue is resolved.

The Conference Report on the Defense Appropriations Act for Fiscal Year 1992 (House Report 102–328) supported the Department of Defense (DoD) to start an initiative for DoD victims of head injuries. The DVHIP was established in February 1992, and funded in part by direct appropriations to DoD (Health Affairs) from Congress. The DVHIP represents a unique collaboration among the DoD, Department of Veterans Affairs (DVA), and the Brain Injury Association. DVHIP objectives ensure that all DVA-eligible TBI patients receive TBI-specific evaluation and follow-up, while at the same time collecting patient outcome data that will allow the DVHIP to compare the relative efficacy and cost of various TBI treatment and rehabilitation strategies, and to help define optimal care for victims of TBI.

There are four DVA facilities participating in the DVHIP study. These are located in Palo Alto, California; Minneapolis, Minnesota; Richmond, Virginia; and, Tampa, Florida. The DVHIP would provide services at its DVA facilities only for those patients who are eligible for care within the DVA system. This excluded TRICARE/CHAMPUS patients from participation in the DVHIP. The demonstration project provided access to cognitive rehabilitation for TRICARE/CHAMPUS