



## **Report of Investigation**

**Concerning Allegations of Procurement  
Irregularities and Conflict of Interest in the Award  
of Contracts to Market Me Consulting Limited by  
the Ministry of Health and Wellness**

**Integrity Commission  
July 2025**



This Publication until tabled in Parliament shall be confidential.

Sections 55 (4) and (5) of the Integrity Commission Act states:

"(4) Anything said or information supplied or any document or thing produced by any person for the purpose or in the course of any investigation by or proceedings before the Commission under this Act, shall be absolutely privileged in the same manner as if the investigation or proceedings were proceedings in a court of law.

(5) For the purposes of the Defamation Act, any report made by the Commission under this Act and any fair and accurate comment thereon shall be deemed to be privileged."

Section 56 of the Integrity Commission Act states:

"Subject to section 42(3)(b), every person having an official duty under this Act, or being employed or otherwise concerned in the administration of this Act (hereinafter called a concerned person) shall regard and deal with as secret and confidential, all information, statutory declarations, government contracts, prescribed licences and all other matters relating to any matter before the Commission, except that no disclosure made by the Commission or other concerned person in the proceedings for an offence under this Act or under the Perjury Act, by virtue of section 17(2) of that Act, shall be deemed inconsistent with any duty imposed by this subsection.

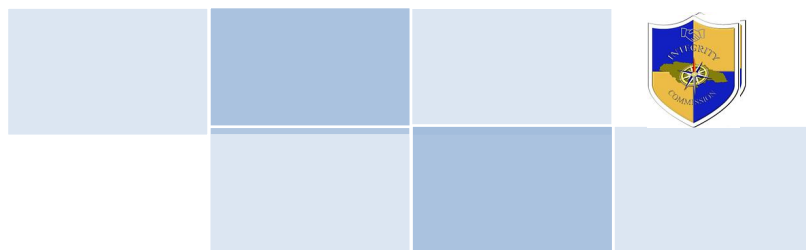
(2) The obligation as to secrecy and confidentiality imposed by this section, in relation to any documents, or information obtained under this Act continues to apply to a person despite the person having ceased to have an official duty, be employed or otherwise concerned in the administration of this Act.

(3) Every concerned person who is required under subsection (1) to deal with matters specified therein as secret and confidential who at any time communicates or attempts to communicate any such information, declaration, letter and other document or thing referred to in subsection (1) disclosed to him in the execution of any of the provisions of this Act to any person —

- (a) other than a person to whom he is authorized under this Act to communicate it; or
- (b) otherwise than for the purpose of this Act,

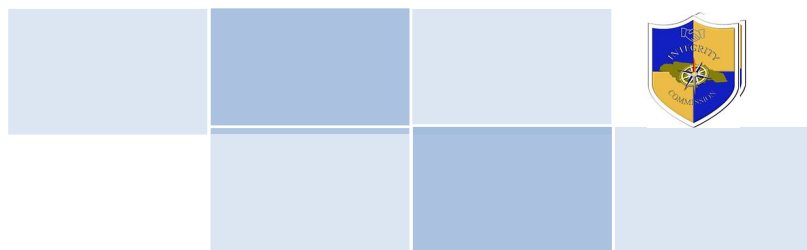
commits an offence and shall be liable on summary conviction in a Parish Court to a fine not exceeding one million dollars or to a term of imprisonment not exceeding one year.

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## Table of Contents

|                                                                                                                                                                                         |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Chapter 1 – Introduction.....                                                                                                                                                           | 4         |
| Executive Summary .....                                                                                                                                                                 | 4         |
| Chapter 2 – Background .....                                                                                                                                                            | 5         |
| Initiation of Investigation .....                                                                                                                                                       | 5         |
| Individuals Pertinent to the Investigation .....                                                                                                                                        | 6         |
| Chapter 3 – Terms of Reference .....                                                                                                                                                    | 8         |
| Chapter 4 – The Investigation.....                                                                                                                                                      | 10        |
| Chapter 5 – Law, Policy, Evidence and Discussion of Findings .....                                                                                                                      | 11        |
| The Award of Contracts by the Ministry of Health and Wellness to Market Me .....                                                                                                        | 11        |
| The Circumstances Surrounding the Award of Contract by the MoHW for the Provision of<br>Consultancy Services .....                                                                      | 25        |
| The Circumstances Surrounding the Award of Contract by the MoHW for the Development and<br>Implementation of a Social Marketing Campaign to Support the Jamaica Moves<br>Programme..... | 41        |
| The Circumstances Surrounding the Award of Contract to Market Me by the National Family<br>Planning Board.....                                                                          | 44        |
| <i>Representations Made by Market Me Concerning Contracts Awarded by the MOHW and the<br/>NFPB .....</i>                                                                                | <i>47</i> |
| The Involvement of Dr. the Honourable Christopher Tufton in the Award of Contract to Market<br>Me Consulting Limited by the Ministry of Health and Wellness .....                       | 49        |
| Allegations of Conflict of Interest Involving Dr. the Hon. Christopher Tufton and the Award of<br>Contracts to Market Me.....                                                           | 54        |
| Conflict of Interest in relation to Lyndsey McDonnough's Membership on the Board of the<br>National Health Fund (NHF) .....                                                             | 64        |
| Chapter 6 – Conclusions .....                                                                                                                                                           | 70        |
| Chapter 7 - Recommendations and Anti-Corruption Initiatives .....                                                                                                                       | 83        |
| Post Investigation Actions .....                                                                                                                                                        | 87        |
| Appendices .....                                                                                                                                                                        | 88        |

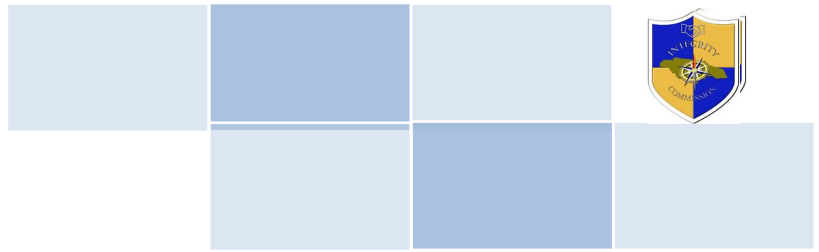


## Chapter 1 – Introduction

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### **Executive Summary**

- 1.0 This investigation report concerns allegations of conflict of interest in the award of contracts to the entity Market Me Consulting Limited (hereinafter referred to as “Market Me”) by the Ministry of Health and Wellness (formerly Ministry of Health and hereinafter referred to as MoHW), for the development and implementation of a social marketing campaign, during the period January 2016 – December 2020.
- 1.1 The Investigation revealed procurement irregularities and conflict of interest concerns in the award of contracts to Market Me by the MoHW, in relation to a social marketing campaign.
- 1.2 In light of the foregoing, the Director of Investigation (DI) made several recommendations to the MoHW towards preventing a reoccurrence of the conflict of interest concerns and irregularities found, in relation to the operations of the MoHW.



## Chapter 2 – Background

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2.0 This chapter sets out the background information concerning the investigation.

### Initiation of Investigation

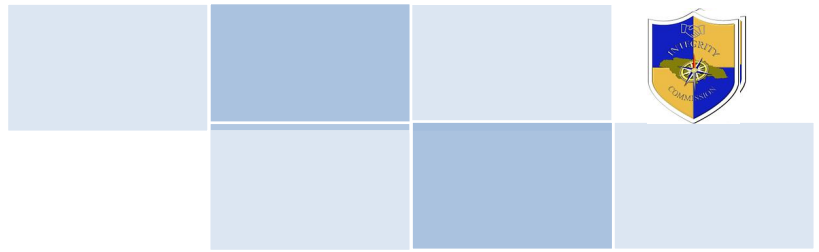
2.1 On August 7, 2020, the DI commenced an investigation into allegations of procurement irregularities and conflict of interest in the award of contracts to Market Me, by the MoHW in respect of the development and implementation of a social marketing campaign, during the period January 2016 – December 2020.

### Jurisdiction

2.2 The investigation was conducted pursuant to **section 33(1)** of the ***Integrity Commission Act***, which empowers the DI to investigate allegations of procurement irregularities in the award of government contracts.

### Allegations

2.3 The investigation was initiated following several media reports, published over the period July 16, 2020 to July 30, 2020 which alleged, *inter alia*, that:



- (a) There was an improper award of contracts by the Ministry of Health and Wellness to 'Market Me' in relation to a COVID-19 marketing campaign and for the Jamaica Moves Campaign;
- (b) The Government entered into a number of arrangements with Market Me "totaling \$14.5 million, separate from the \$54.8 million for two (2) Jamaican Moves contract and a further \$13 million";<sup>1</sup> and
- (c) That there was the existence of an alleged relationship between one of the Principals of Market Me and the Hon. Dr. Christopher Tufton, which gave rise to a conflict of interest in the award of contracts to Market Me.<sup>2</sup>

### **Individuals Pertinent to the Investigation**

2.4 The following individuals and Public Officials/Officers, former and present, were considered pertinent to the investigation:

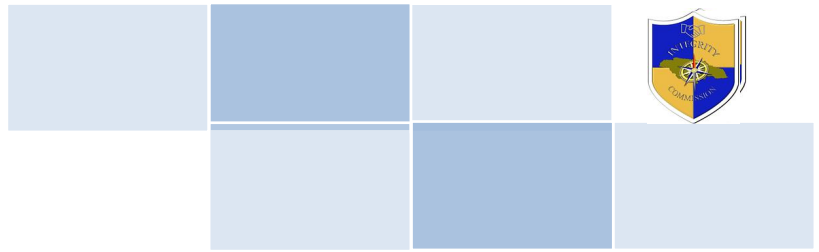
#### Ministry of Health and Wellness (MoHW)

- (a) Dr. the Hon. Christopher Tufton, Minister;
- (b) Mr. Dunstan Bryan, then Permanent Secretary (November 2018 – August 2024);
- (c) Dr. Kevin Harvey, former Permanent Secretary (December 2014 – July 2016);

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<sup>1</sup> Jamaica Observer media article published on July 30, 2020, captioned "Other contracts totaling \$14.5 million more to Market Me".

<sup>2</sup> "Tufton dodges Market Me Questions", Jamaica Gleaner, dated July 31, 2020, accessed at <https://jamaica-gleaner.com/article/lead-stories/20200731/tufton-dodges-market-me-questions>



- (d) Ms. Takese Foga, Director, Health Promotions and Education Unit;
- (e) Mrs. Stephanie Shaw Smith, Former Manager Public Relations and Communications;
- (f) Dr. Beverly Wright, Former Director of Health Promotion and Education; and
- (g) Dr. Simone Spence, Director, Health Promotion and Protection.

National Family Planning Board (NFPB)

- (h) Ms. Lovette Byfield, Executive Director; and
- (i) Dr. Denise Chevannes-Vogel, Former Executive Director.

Market Me Consulting Limited

- (j) Ms. Lyndsey McDonnough, Co-Managing Director.

Public Procurement Commission (PPC), formerly National Contracts Commission (NCC)

- (k) Lieutenant Commander (Ret'd) Paul Wright, Former Executive Director, Public Procurement Commission.



## Chapter 3 – Terms of Reference

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3.0 This chapter outlines the scope of the investigation and the issues that were explored.

3.1 The objectives of the investigation were to determine, *inter alia*, the following:

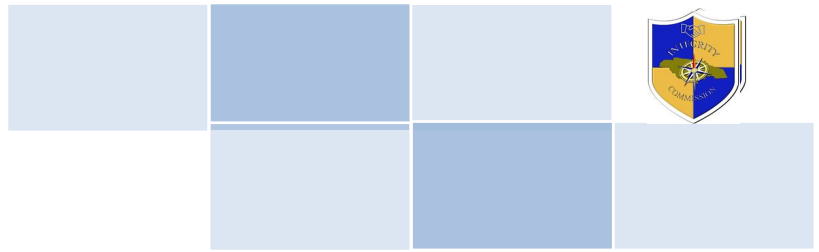
3.1.1 whether contract(s) were awarded by the MoHW to Market Me;

3.1.2 the circumstances, *if any*, which resulted in the award of contract(s) to Market Me by the MoHW;

3.1.3 the process which led to the selection of Market Me for the award of contract(s) by the MoHW;

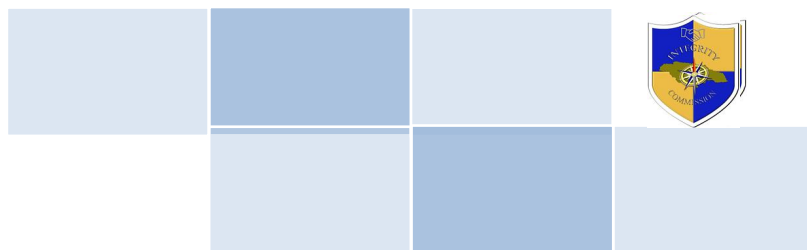
3.1.4 the involvement, *if any*, of Dr. the Hon. Christopher Tufton in the award of contract to Market Me by the MoHW;

3.1.5 whether the processes which led to the award of contract(s) to Market Me by the MoHW was/were in breach of the **Government of Jamaica (GoJ) Public Procurement Procedures**, the **Public Procurement Act (2015)**, the **Public Procurement Regulations (2018)**, the **Financial Administration and Audit Act (FAAA)** and/or any other applicable GOJ legislation or policies;



3.1.6 whether the process(es) which was/were utilised in the award of contract(s) to Market Me by the MoHW gave rise to a conflict of interest; and

3.1.7 whether recommendations ought to be made.



## Chapter 4 – The Investigation

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4.0 This chapter sets out the investigative actions that were undertaken throughout the course of the investigation.

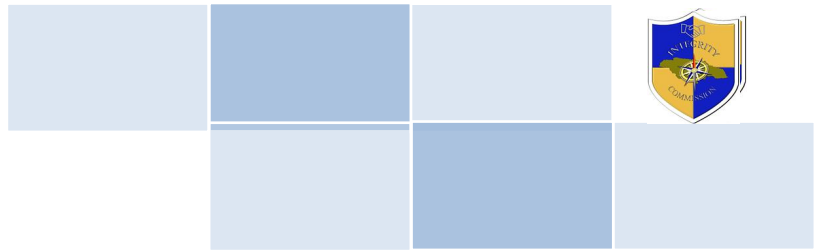
4.1 The following actions were executed during the course of the investigation:

a) During the period August 7, 2020 to February 8, 2022, eighteen (18) Notices/Requisitions were served on individuals, to provide written statements;

b) During the period June 23, 2021 to March 6, 2023, eighteen (18) Witness Statements were obtained; and

c) A review of the **Government of Jamaica Handbook of Public Procurement Procedures (2014)**, **Public Procurement Act (2015)**, **Public Procurement Regulations (2018)**, the **Integrity Commission Act**, **Staff Orders for the Public Service**, and other relevant legislation and policies.

4.1.1 A review and cross-referencing of the statements, and supporting documentation were conducted in order to inform the DI's conclusions and recommendations.



## Chapter 5 – Law, Policy, Evidence and Discussion of Findings

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5.0 This chapter sets out the discussion of the findings and the relevant legislation concerning the investigation.

### **The Award of Contracts by the Ministry of Health and Wellness to Market Me**

5.1 The Quarterly Contract Award (QCA) Database, which is maintained by the Integrity Commission, is a running compilation of all contracts reported by Public Bodies to have been awarded with values greater than \$500,000.00. The information is requested quarterly pursuant to **section 51(1)(b)** of the ***Integrity Commission Act*** and requires that procuring entities provide information such as, the particulars of the contract awarded, the procurement methodology utilized and the contract approval details.

5.1.1 A review of the QCA Database revealed that the MoHW awarded a total of thirteen (13) contracts to Market Me. The particulars of the reported contracts are detailed hereunder:

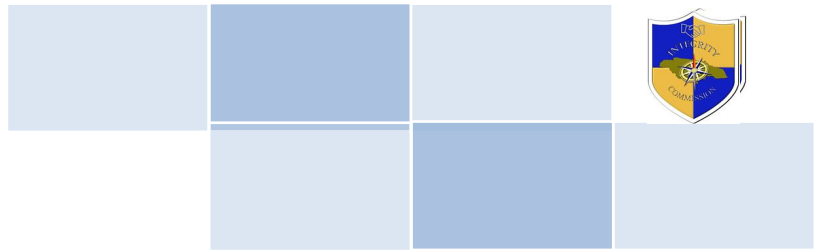


**Table No. 1**

| No.          | Contract Award Date | Contract Description                                                                    | Contract Value \$      | Principal Site                 | Procurement Methodology |
|--------------|---------------------|-----------------------------------------------------------------------------------------|------------------------|--------------------------------|-------------------------|
| 1.           | 2021-03-16          | Provision for payment of Agency Management fees and Graphic Design                      | 615,250.00             | MoHW                           | DC                      |
| 2.           | 2021-01-12          | Provision for payment of consulting services for graphic design re: Covid- 19 awareness | 7,523,645.00           | MoHW                           | DC                      |
| 3.           | 2020-07-26          | Provision for Management of Press conference and Social Media Live Updates              | 805,000.00             | MoHW                           | DC                      |
| 4.           | 2020-06-27          | To provide production services, social media updates and videography                    | 1,180,417.50           | MoHW                           | DC                      |
| 5.           | 2019-08-08          | Sponsorship of the MOH taking responsibility tour                                       | 1,328,549.68           | Ministry of Health & Wellness  | DC                      |
| 6.           | 2019-05-01          | Agency Management Public Relations                                                      | 1,153,350.00           | Island wide                    | DC                      |
| 7.           | 2019-05-01          | Reimbursement                                                                           | 1,499,856.70           | Island wide                    | DC                      |
| 8.           | 2019-05-01          | Agency Programme Management -Public Relations                                           | 1,153,350.00           | Island wide                    | DC                      |
| 9.           | 2019-05-01          | Agency Programme Management-Public Relations                                            | 1,153,350.00           | Island wide                    | DC                      |
| 10.          | 2019-05-01          | Reimbursement                                                                           | 1,751,283.77           | Island wide                    | DC                      |
| 11.          | 2019-05-01          | Reimbursement                                                                           | 1,541,399.84           | Island wide                    | DC                      |
| 12.          | 2017-05-19          | Rental of Portable Tents                                                                | \$657,500.00           | Emancipation Park              | DC                      |
| 13.          | 2017-03-31          | Development of Creative Campaign Strategy for NFPB-SRHA                                 | \$4,900,000.00         | National Family Planning Board | DC                      |
| <b>TOTAL</b> |                     |                                                                                         | <b>\$24,647,702.49</b> |                                |                         |

\*DC – Direct Contracting

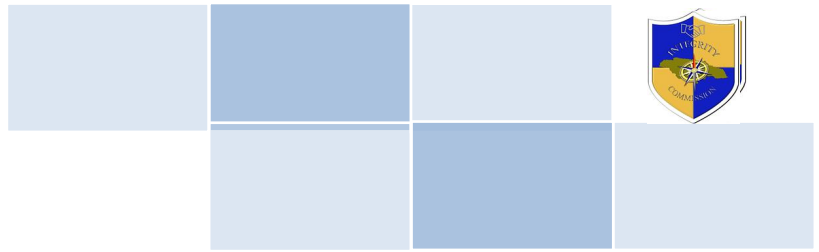
5.1.2 Separate from the aforementioned QCA review, the DI sought to ascertain from Mr. Dunstan Bryan, Permanent Secretary, MoHW, his



awareness of any contracts that were awarded by MoHW to Market Me over the period 2016 - 2020. By way of a response dated September 8, 2020, Mr. Bryan indicated, *inter alia*, that three (3) contracts were awarded to Market Me, the details of which are as follows:

- i. *"Standard Form of Contract for Consultants' Services Lump-Sum between Ministry of Health, Jamaica and Market Me Limited"* awarded in January 2017, in the amount of \$15 million dollars [sic];
- ii. *"Contract between The Government of Jamaica represented by the National Family Planning Board and Market Me Limited for Communications Consultancy, GOJ Project"* awarded on March 31, 2017, in the amount of \$4,900,000.00; and
- iii. *Contract for Single Source Consultant's Services for the Development and Implementation of a Social Marketing Campaign to support the Jamaica Moves Programme as a Component of the National NCDs Strategic and Action [sic] Plan 2013-2018 between Ministry of Health and Wellness and market me Consulting Limited"*. The contract was awarded on July 4, 2019, in the amount of \$38,931,820.00.

5.1.3 Based on a review of Mr. Bryan's response, it was observed that the contract captioned *"Contract between The Government of Jamaica represented by the National Family Planning Board and Market Me Limited for Communications Consultancy, GOJ Project"*, valued at

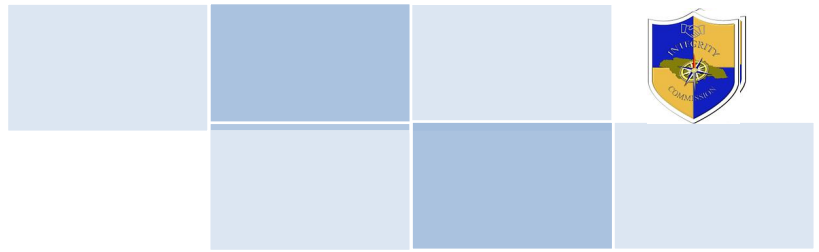


\$4,900,000.00, was reported to the Commission by way of the QCA database, and was listed as one of thirteen contracts awarded to Market Me by MoHW.

- 5.1.4 The DI also notes that the other two (2) contracts referenced in Mr. Bryan's statement, and which were not observed as reported to the Commission by way of the QCA database, had a cumulative value of \$53,931,820.00.
- 5.1.5 Having regard to the foregoing, a total of fifteen (15) contracts were awarded to Market Me, amounting to \$78,579,522.49; fourteen (14) of which were awarded by the MoHW with a cumulative value of \$73,679,522.49 and one (1) by the National Family Planning Board (NFPB), in the amount of \$4,900,000.00.
- 5.1.6 Of the fifteen (15) contracts that were awarded to Market Me, only thirteen (13) contracts were reported as awarded by the MoHW and the NFPB, by way of QCA Report submissions to the Integrity Commission. The following key observations were made based upon a review of the 13 contracts:

#### Key Observations

- 5.1.6.1 The referenced thirteen (13) contracts had a cumulative value of \$24,647,702.49;



- 5.1.6.2 The Direct Contracting procurement methodology was utilized in all instances;
- 5.1.6.3 In four (4) instances, three (3) times by the MoHW and once by the NFPB, the value of the contracts awarded were greater than the threshold of \$1,500,000.00, for which use of the Direct Contracting procurement methodology was permissible. The aggregate value of the four (4) contracts was in the amount of \$15,716,328.61;
- 5.1.6.4 In relation to three (3) contract awards, the contract description for the services provided by Market Me was stated as “*reimbursement*”;
- 5.1.6.5 The contracts which were reported during the second quarter of 2019 (six (6) contracts specifically) were approved and awarded on the same date i.e. “2019-05-01”. The aggregate value of the contracts was in the amount of \$8,252,590.31. It is important to reiterate that the Direct Contracting procurement methodology was utilized in each instance<sup>3</sup>; and
- 5.1.6.6 The signatories to the QCA Reports for the period under review were as follows:

**Table No. 2**

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<sup>3</sup> Statement dated June 23, 2021 of Manager, Quarterly Contracts Awards Portfolio, Integrity Commission

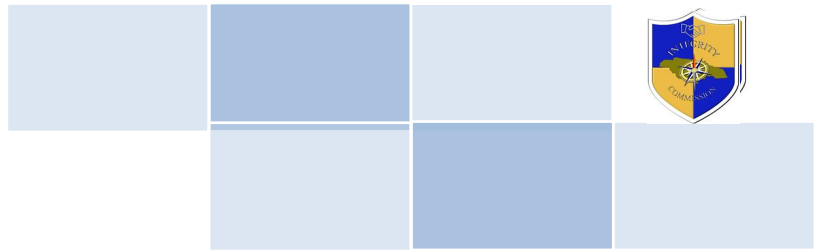


| Period   | Public Body                    | Signatory to QCA Report                                                        |
|----------|--------------------------------|--------------------------------------------------------------------------------|
| Q1- 2021 | Ministry of Health & Wellness  | Signature for and on behalf of Dunstan Bryan, Permanent Secretary              |
| Q3-2020  | Ministry of Health & Wellness  | Report Unsigned                                                                |
| Q2-2020  | Ministry of Health & Wellness  | Report Unsigned                                                                |
| Q3-2019  | Ministry of Health & Wellness  | Dunstan Bryan, Permanent Secretary                                             |
| Q2-2019  | Ministry of Health             | Dunstan Bryan, Permanent Secretary                                             |
| Q1-2017  | Ministry of Health             | Sancia Bennett-Templer, Permanent Secretary                                    |
| Q1-2017  | National Family Planning Board | Jennifer Williams, Acting Director, Human Resource Management & Administration |

5.1.7 Based on the observations noted from the QCA submissions, the DI required, by way of a Notice served on Mr. Dunstan Bryan, Permanent Secretary, MoHW, that Mr. Bryan responds to certain concerns which obtained.

5.1.8 Mr. Bryan indicated that he was not aware that the contract awarded to Market Me, in the amount of \$15,810,700.00, for the Standard Form Consultants' Services Contract, to support the Jamaica Moves Programme, was not reported by way of QCA submission.

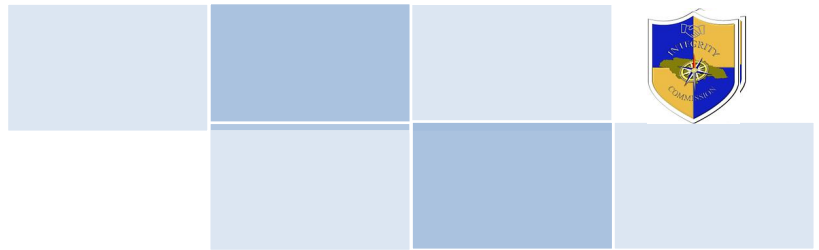
5.1.9 Mr. Bryan indicated that he was unaware that the contract awarded to Market Me, in the amount of \$38,931,820.00, for the Development and Implementation of a Social Marketing Campaign, to support the Jamaica Moves Programme, was not reported by way of QCA submission.



5.1.10 In relation to the use of the Direct Contracting procurement methodology, Mr. Bryan, by way of statement dated October 11, 2021, advised of the extent of his involvement in the award of each contract and the justification for the use of the referenced procurement methodology. The following information was provided:

**Table No. 3**

| No. | Contract Award Date | Contract Description                                                       | Contract Value \$ | Procurement Methodology | Justification for Use of Methodology                                    | Approving Officer                  |
|-----|---------------------|----------------------------------------------------------------------------|-------------------|-------------------------|-------------------------------------------------------------------------|------------------------------------|
| 1   | 2020-07-26          | Provision for Management of Press conference and Social Media Live Updates | 805,000.00        | DC                      | Purchase Order was for a single event and the value was below \$1.5m    | Dunstan Bryan, Permanent Secretary |
| 2   | 2020-06-27          | To provide production services, social media updates and videography       | 1,180,417.50      | DC                      | Purchase Order was for a single event and the value was below \$1.5m    | Dunstan Bryan, Permanent Secretary |
| 3   | 2019-05-01          | Agency Management Public Relations                                         | 1,153,350.00      | DC                      | Purchase Order was for a single event and the value was below \$1.5m    | Dunstan Bryan, Permanent Secretary |
| 4   | 2019-05-01          | Reimbursement                                                              | 1,499,856.70      | DC                      | Company was asked to purchase items on behalf of Ministry of Health and | Dunstan Bryan, Permanent Secretary |



|   |            |                                                         |              |    | reimbursed for<br>cost incurred                                                                                              |                                             |
|---|------------|---------------------------------------------------------|--------------|----|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 5 | 2019-05-01 | Agency<br>Programme<br>Management -<br>Public Relations | 1,153,350.00 | DC | Purchase<br>Order was for<br>a single event<br>and the value<br>was below<br>\$1.5m                                          | Dunstan<br>Bryan,<br>Permanent<br>Secretary |
| 6 | 2019-05-01 | Agency<br>Programme<br>Management-<br>Public Relations  | 1,153,350.00 | DC | Purchase<br>Order was for<br>a single event<br>and the value<br>was below<br>\$1.5m                                          | Dunstan<br>Bryan,<br>Permanent<br>Secretary |
| 7 | 2019-05-01 | Reimbursement                                           | 1,751,283.77 | DC | Company was<br>asked to<br>purchase<br>items on<br>behalf of<br>Ministry of<br>Health and<br>reimbursed for<br>cost incurred | Dunstan<br>Bryan,<br>Permanent<br>Secretary |
| 8 | 2019-05-01 | Reimbursement                                           | 1,541,399.84 | DC | Company was<br>asked to<br>purchase<br>items on<br>behalf of<br>Ministry of<br>Health and<br>reimbursed for<br>cost incurred | Dunstan<br>Bryan,<br>Permanent<br>Secretary |

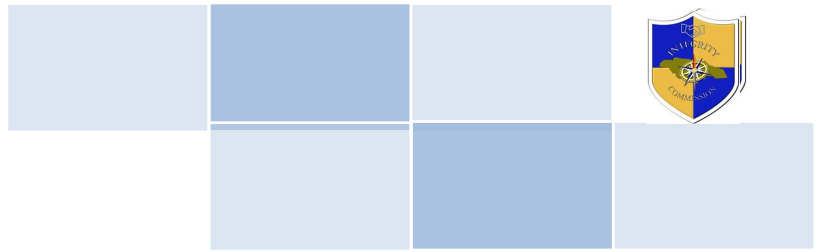


|    |            |                                                                                        |                |    |                                                                                                      |                                                                                |
|----|------------|----------------------------------------------------------------------------------------|----------------|----|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 9  | 2019-08-08 | Sponsorship of the MOH taking responsibility tour                                      | 1,328,549.68   | DC | Company was asked to purchase items on behalf of Ministry of Health and reimbursed for cost incurred | Dunstan Bryan, Permanent Secretary                                             |
| 10 | 2017-05-19 | Rental of Portable Tents                                                               | \$657,500.00   | DC | -                                                                                                    | -                                                                              |
| 11 | 2021-01-12 | Provision for payment of consulting services for graphic design re: Covid-19 awareness | 7,523,645.00   | DC | Emergency Procurement                                                                                | Dunstan Bryan, Permanent Secretary                                             |
| 12 | 2021-03-16 | Provision for payment of Agency Management fees and Graphic Design                     | 615, 250.00    | DC | Purchase Order was for a single event and the value was below \$1.5m                                 | Dunstan Bryan, Permanent Secretary                                             |
| 13 | 2017-03-31 | Development of Creative Campaign Strategy for NFPB-SRHA                                | \$4,900,000.00 | DC | Pursuant to Section 1.1.4(d) of the GoJ Procurement Guidelines                                       | Jennifer Williams, Acting Director, Human Resource Management & Administration |

\*DC- Direct Contracting

### Justification Provided by Permanent Secretary in Relation to the Award of Multiple Contracts on the Same Date

5.1.11 In relation to the MoHW's justification for the award of six (6) contracts to Market Me on the same date, that is, "2019-05-01", Mr. Bryan indicated, inter alia, that the "...purchase orders were all generated on the same

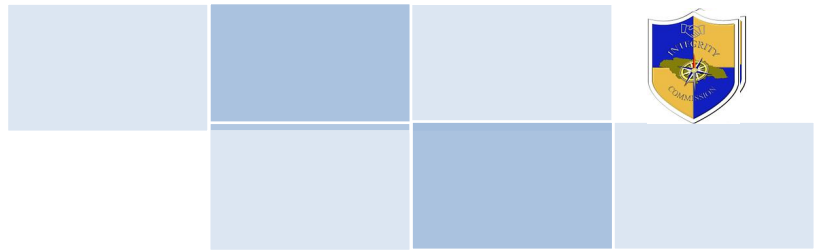


*date for activities that were conducted over a period of time and the invoices were submitted to the Ministry at the same time".*

5.1.12 Further and as it relates to the justification for the award of separate contracts instead of a single contract to the entity Market Me, Mr. Bryan indicated, inter alia, that *"...These activities were done by the firm after the original contract had expired and it is my understanding that the Ministry needed to maintain the presence of the Jamaica Moves activities and ad hoc interventions were planned and implemented. This was while the process was being done for the award of the second contract."* Mr. Bryan also stated that the MoHW was guided by the *"Procurement Act 2015 and regulations 2018"*, as well as, the *"Ministry of Finance and the Public Service Circular"*. No specific provisions or Ministry Circular was identified by Mr. Bryan.

5.1.13 Mr. Bryan also indicated that the basis upon which three (3) contracts under the contract description *"Agency Management Public Relations/Agency Programme Management-Public Relations"*, were awarded to Market Me on the same date and in the same amount was that *"The Agency Management Fee was being paid at the same time for different events that occurred. The invoices were sent to the Ministry at the same time and the POs were generated to make the payments"*.

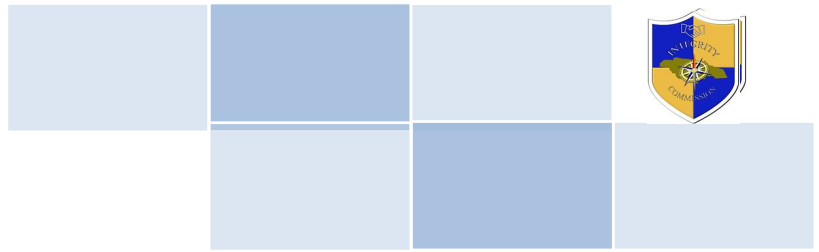
5.1.14 In respect of two (2) contracts that were awarded on "01-05-2019" in the amount of \$1,153,350.00 and which bore the contract description *"Agency Programme Management –Public Relations"*, Mr. Bryan



indicated in his statement that it was his understanding that “the Agency Management Fee was a fixed cost for the support to the interventions being supported by Market Me” and further that “the POs were issued on the same date for varied events that were held however the invoices were submitted at the same time”. The Permanent Secretary’s justification for the award of the contracts on the same date was that the “POs were issued on the same date to facilitate the payment of the invoices that had been sent to the Ministry at the same time.”

Justification Provided by Permanent Secretary in relation to Contracts Awarded “for Reimbursement”

5.1.15 In terms of the three (3) instances, in which the contract description was stated as “reimbursement”, Mr. Bryan indicated in his statement of October 11, 2021, that all three (3) contracts were awarded and classified as “reimbursement” on the basis that the “Company was requested to purchase items on behalf of the Ministry for the Jamaica Moves Campaign and reimbursed”. He further stated that “The specific activities for which a claim was being made for reimbursement was done outside my tenure as Permanent Secretary, however, I have been advised and it is my understanding that at the time of the activity and in an effort to ensure that the event was in conformance with requirement specific purchases were made by the firm with the knowledge of the Ministry. It was also understood that the Ministry gave permission for the purchases



*to be made as an advance by the firm and that they would be reimbursed for the amounts paid out".*

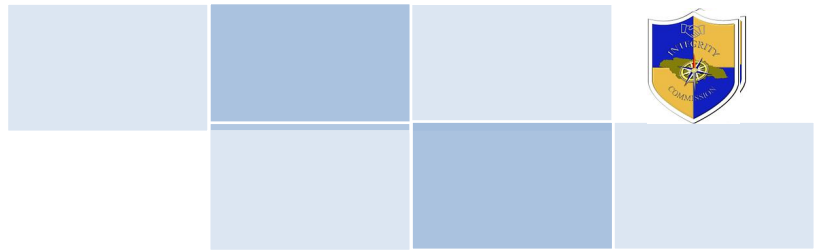
5.1.16 Mr. Bryan further indicated in his October 11, 2021 statement that, *"At the time of this report the procurement and finance team has not been able to locate the records that will allow me to provide the information requested"*. He also stated, *inter alia*, that, *"Based on the assessment and given that the commitments were made by the firm and the actions taken, it was agreed that the firm was owed the sums paid. The invoices for then [sic] certified for payment and approved by me as Permanent Secretary"*.

5.1.17 Notwithstanding the foregoing, Mr. Bryan was able to provide copies of the records his team was unable to locate at the time of submitting his October 11, 2021 statement. This was done by way of a further witness statement dated March 8, 2023. Appended to this statement were supporting documents inclusive of invoices, purchase orders and memoranda germane to reimbursement for services and/or goods which were provided by Market Me over the period December 2018 – February 2019, *(time frame between the end of the January 2017 contract and start of July 4, 2019 contract)*.<sup>4</sup>

5.1.18 A review of the referenced records revealed Three (3) memoranda directed to Mr. Bryan from Mr. Stephen Davidson, Director, Public

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<sup>4</sup> Response of Dunstan Bryan, Permanent Secretary, MOHW dated March 8, 2023



Relations and Communications, and copied to the Honourable Minister Christopher Tufton. All Three (3) memoranda were captioned “*Jamaica Moves Programme*” with supporting documents (inclusive of invoices) attached. The first memorandum dated November 29, 2018, listed the activities that would be undertaken over the period December 1 – 18, 2018, and indicated, *inter alia*, as follows:

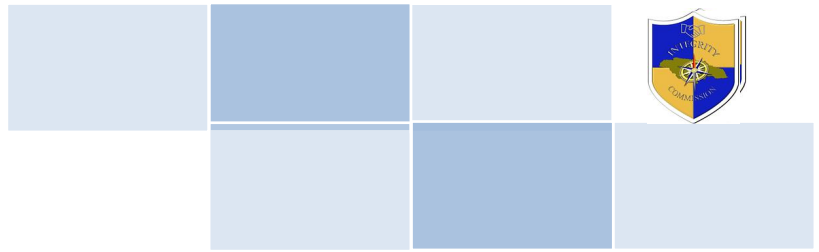
*“I am aware of the procurement process now taking place regarding a new contract for the Jamaica Moves Programme, but based on the need to preserve the momentum and impact, the National Health Fund has agreed to support the programme on a month by month basis until a new contract is in place.*

*Based on discussions with the Honourable Minister, it was agreed that for the month of December, below are the activities that Jamaica Moves will be involved in. I am kindly requesting your assistance in providing the appropriate arrangements to ensure these are carried through.<sup>5</sup>*

5.1.19 The DI also reviewed two subsequent memoranda dated December 20, 2018 and January 24, 2019 both referencing the initial memorandum dated November 29, 2018, and listed the activities to be undertaken in relation to the Jamaica Moves programme. The author, addressees and subject were the same as the initial memorandum.

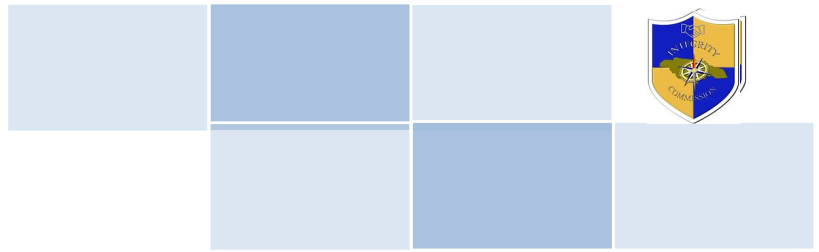
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<sup>5</sup> Response of Dunstan Bryan, Permanent Secretary, MOHW dated March 8, 2023 and accompanying attachments – Memorandum dated 29 November 2018.



5.1.20 Notwithstanding the Permanent Secretary's justification for the use of the Direct Contracting procurement methodology, as outlined in Table No. 3 above, Ministry of Finance and the Public Service Circular No. 27, dated September 28, 2016, permits the use of the Direct Contracting procurement methodology for contracts of up to \$1,500,000.00. **Section 1.1.4** of the **GOJ Handbook of Public Sector Procurement Procedures** stipulates that the methodology is permissible in the following circumstances:

- (a) where the procurement is of a confidential nature;*
- (b) if a particular contractor has exclusive/proprietary rights in respect of goods, services or works;*
- (c) where standardizing equipment is available only from a specific source, and the Procuring Entity has purchased goods, equipment or technology from a contractor, and additional supply is required for reasons of uniformity;*
- (d) for the purposes of research, experiment, study or development;**
- (e) follow-on procurement, where a contractor has already provided goods, services or work and additional goods, services or works of a similar nature are required to complete the procurement requirements;**
- (f) for reasons of extreme urgency brought about by events unforeseen by the Procuring Entity, the products or services could not be obtained in time by means of International Competitive Bidding, Local Competitive Bidding or Limited Tender procedures."*



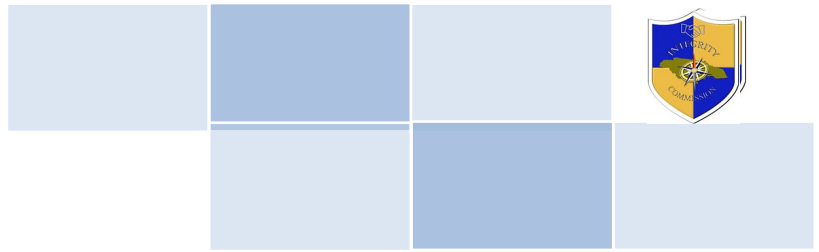
5.1.21 Having regard to the award of multiple contracts on the same date to the same entity, it is instructive to note that **Appendix 1.1.1** of the **GoJ Handbook of Public Sector Procurement Procedures** describes the splintering or fragmentation of contracts as the deliberate separation of contracts, done specifically to avoid the requirements for competition or approval.

### **The Circumstances Surrounding the Award of Contract by the MoHW for the Provision of Consultancy Services**

5.2 In relation to the initial contract that was awarded in 2017, by the MoHW to Market Me for a social marketing campaign, Mr. Bryan, by way of a sworn response dated September 8, 2020, stated the following:

*“...On July 12 2016 the Firm made representation of a proposal for the implementation of a Social Marketing campaign to support the Jamaica Moves programme as a Component of the National Non-Communicable Disease Strategic Action Plan 2013-2018 to the team at the Ministry of Health;*

*...Based on the conclusion of the negotiations, on November 28, 2016, the Ministry made submission to the National Contracts Commission for the approval of an award to the Firm as an unsolicited Proposal.*



*...The submission was approved via letter dated December 2, 2016 from the National Contracts Commission. The approval was for an award of a contract for the amount of ... (J\$15,900,700.00).<sup>6</sup>*

*...In June 2017, the Ministry signed the contract with the Firm for a period of 12 months. The contract was concluded on March 2018".*

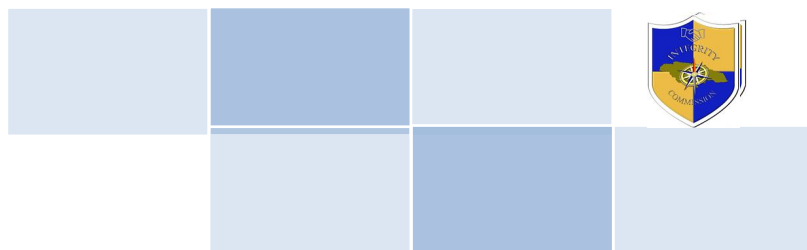
5.2.1 The DI, by way of Notice dated November 26, 2021, which was served on Lieutenant Commander (Ret'd) Paul Wright, Executive Director, Public Procurement Commission (PPC), *formerly the National Contracts Commission (NCC)*, required that responses be provided to certain relevant questions which arose in light of the representations which were made by Mr. Bryan in the foregoing regard.

5.2.2 Having regard to the representation made by Mr. Bryan that *"...on November 28, 2016, the Ministry made submissions to the National Contracts Commission for the approval of an award to [Market Me Consulting Limited] as an Unsolicited Proposal"*, Lieutenant Commander (Ret'd) Paul Wright, by way of a statement dated December 10, 2021, advised the DI, *inter alia*, of the following:

*"...The MOH wrote a letter dated 2016 November 28 to the then NCC seeking a No Objection to negotiate with Market Me Consulting Limited regarding their unsolicited proposal as well as*

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<sup>6</sup> The signed contract between the Ministry of Health and Market Me Limited reflected the amount of \$15,810,700.00.



*to direct contract the said company for \$16 million....  
Consequently, it was not a standard submission, which would  
contain a Transmittal Form and other pertinent documents.”<sup>7</sup>*

5.2.3 The DI reviewed the aforementioned MOH letter dated November 28, 2016, and which was signed by Mrs. Elaine Foster-Allen, former Permanent Secretary in the MoHW requesting the NCC to consider the unsolicited proposal from Market Me.

5.2.4 Further, Lieutenant Commander Wright stated, *inter alia*, that “*the then NCC did the deliberations via round robin*” and by way of a letter dated December 02, 2016, “*offered No Objection to the MOH negotiating with Market Me Consulting Limited regarding their unsolicited proposal and to enter into Direct Contracting with the said company*”.<sup>8</sup> A copy of the NCC’s No Objection Letter dated December 2, 2016, was furnished by Lieutenant Commander Wright in support of his statement.

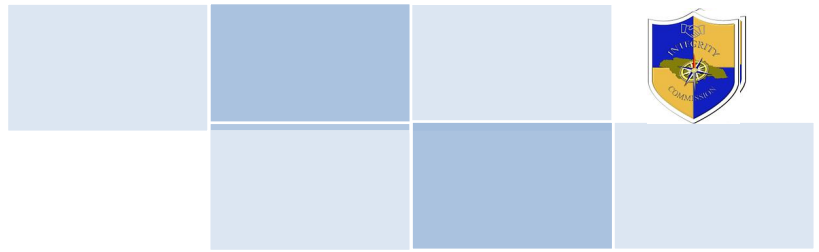
#### The Treatment of the Unsolicited Proposal Submitted by Market Me to the MOH/MoHW

5.3 Having regard to the MOH’s receipt of an Unsolicited Proposal from Market Me, and as it relates to the requirements surrounding the consideration of

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<sup>7</sup> Statement of Lieutenant Commander (Ret’d) Paul Wright dated December 10, 2021 para 3a and 3b.

<sup>8</sup> Ibid, para 3c and 3d.



the referenced proposal, **section 1.2** of the **GOJ Handbook of Public Sector Procurement Procedures** stipulates the following:

*“GoJ’s preferred method of procuring goods, services and works, is by Competitive Bidding. However, from time to time entities may receive unsolicited proposals and these shall be dealt with in a transparent manner. The proposals **should not have been influenced or otherwise initiated by the Procuring Entity**; and the Entity is **NOT** obliged to entertain them.*

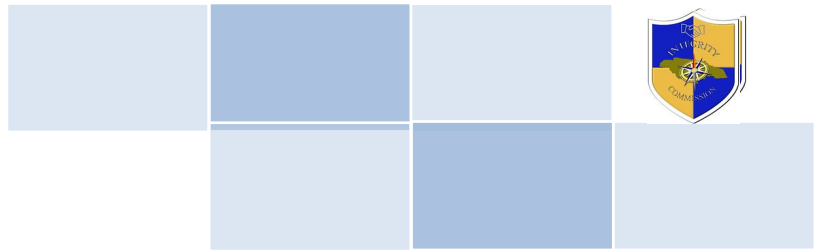
*An unsolicited proposal may be considered by a Procuring Entity if it:*

- (a) demonstrates a unique and innovative concept, or demonstrates a unique capability of the contractor;*
- (b) offers a concept or service not otherwise available to the Government; and*
- (c) does not resemble the substance of a recent, current or pending Competitive Tender.”*

5.3.1 Further, Section 1.2.1 of the referenced Procedures detail the manner in which Unsolicited Proposals should be treated. The following stipulations are being highlighted:

*“When a Procuring Entity receives an unsolicited proposal it has three (3) options:*

- (a) to elect not to consider it and therefore, to return it immediately;*

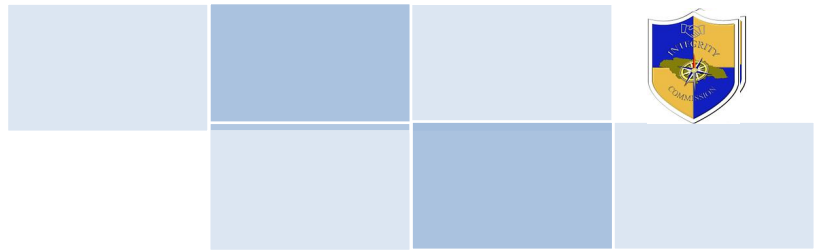


*(b) to engage the Competitive Bidding process by means of a price test;  
or  
(c) to enter into direct negotiations with the proponent."*

- 5.3.2 In circumstances where direct negotiations are pursued, section 1.2.1.2 of the Procedures requires that the Procuring Entity assess the merits of the proposal and identify whether the proposal offers a new concept or technology or something of an otherwise unique nature. The Procuring Entity is also mandated to submit an application to the NCC, through the Permanent Secretary, for approval of the Direct Contracting procurement methodology regardless of the value of the contract.
- 5.3.3 As it relates to whether the MoHW conducted any form of due diligence and/or assessment of the referenced Unsolicited Proposal, Mr. Bryan indicated in his statement that he became aware of the Proposal after the fact as this was done outside of his tenure at MoHW.<sup>9</sup>
- 5.3.4 In respect of whether the GOJ and/or the MoHW conducted any form of due diligence and/or assessment of the referenced Unsolicited Proposal, Lieutenant Commander Wright, in his statement dated December 10, 2021, indicated, inter alia, that "Having assumed the post of Executive Director of the PPC on 2020 February 03, I would not be aware of any

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<sup>9</sup> Statement of Mr. Dunstan Bryan, Permanent Secretary, MoHW dated October 12, 2021.



relevant particulars regarding the due diligence when the unsolicited proposal came before the Board.”<sup>10</sup>

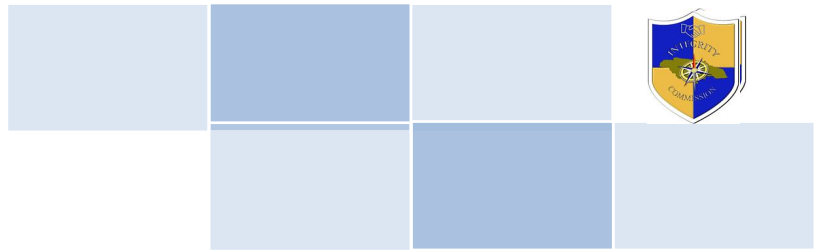
5.3.5 Ms. Takese Foga, Director, Health Promotion and Education Unit, MoHW, by way of a statement dated July 1, 2021, indicated that she was only aware of an Unsolicited Proposal by Market Me Consulting Ltd, to the extent that the PowerPoint presentation made by Market Me on July 12, 2016 is considered an Unsolicited Proposal. She stated, *inter alia*, that the proposal **“was further developed as per contents of Jamaica Moves Report July –October, 2016 that I prepared”** and that **“the final version was received by October 18, 2016.”**<sup>11</sup>

5.3.6 Mrs. Stephanie Shaw Smith, former Director Communication and Public Relations, MOH, indicated, by way of her statement dated July 15, 2021 that she was aware of an Unsolicited Proposal which was submitted to the MoHW by Market Me Consulting Ltd. to undertake the Jamaica Moves initiative, and that the submission was dated July 12, 2016. She further advised that she received the proposal from the Office of the then Permanent Secretary, Dr. Kevin Harvey. Further, Mrs. Shaw Smith advised the DI, *inter alia*, that “...the proposal came after the Minister of Health introduced us to Market Me and one of its principal's Lyndsey McDonnough and after he suggested that Ms. McDonnough along with OCG communication- which was already contracted to undertake a

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<sup>10</sup> Statement of Lt. Commander Paul Wright, Executive Director, Public Procurement Commission dated December 10, 2021. Para 5.

<sup>11</sup> Statement of Ms. Takese Foga dated July 1, 2021, paragraphs 9, 11 and 12.



*physical activity campaign first dubbed “ Make it Count”- present to the senior management team...”<sup>12</sup>*

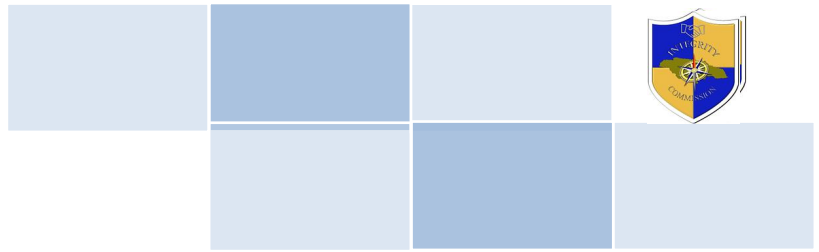
5.3.7 Ms. Shaw Smith further indicated in her statement that subsequent to her receipt of the proposal from the Office of the Permanent Secretary, she was asked to conduct an assessment of the document. Based on her assessment, she concluded that the document was not a properly presented proposal, but was a summary PowerPoint presentation. Mrs. Shaw Smith further recommended that the proposal not be accepted in its current form, and subsequently prepared, and submitted a Memorandum, which was dated July 28, 2016, to Dr. Kevin Harvey, Permanent Secretary and copied to Dr. Winston De La Haye, Chief Medical Officer. A copy of the referenced Memorandum was furnished by Mrs. Shaw Smith in support of her statement. Of note, a copy of the proposal dated July 12, 2016 and entitled ‘Jamaica Moves’ was provided by Mrs. Shaw Smith and was reviewed by the DI.<sup>13</sup>

5.3.8 Ms. Shaw Smith also mentioned that *“there was one occasion where a meeting was held involving myself, the then Permanent Secretary, Dr. Kevin Harvey, Ms. McDonnough...In that meeting, they were both informed of the deficiencies of the proposal and why it couldn’t be accepted”*. Whilst Mrs. Shaw Smith was unable to recall the specific date

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<sup>12</sup> Statement of Mrs. Stephanie Shaw Smith dated July 15, 2021, paragraph 9.

<sup>13</sup> Ibid.



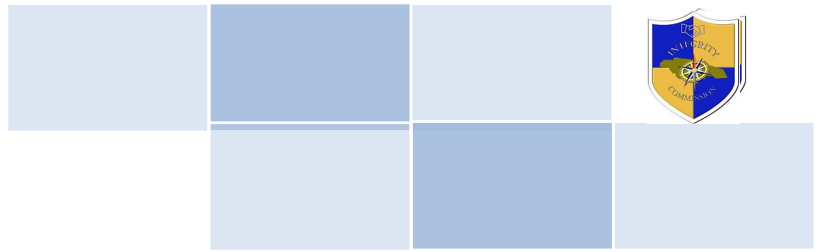
**of the meeting she noted that it was prior to her departure in September 2016.<sup>14</sup>**

5.3.9 In relation to whether Ms. Shaw Smith had any discussion(s), negotiation(s) and/or have ever been involved in, attended and/or affiliated with any meeting(s), seminar(s), conference(s) and/or any other form of an assembly with any Director, officer or employee of Market Me or anyone acting on their behalf, in regard to the "*Unsolicited Proposal*", she stated the following:

- "I recall being involved in three discussions at separate times with Lyndsey McDonnough of Market Me regarding the Unsolicited Proposal.*
- A meeting involving Lyndsey McDonnough, Katrina Kerr and Permanent Secretary, Dr. Kevin Harvey. The discussion was to inform Market Me of the decision not to accept the current proposal/powerpoint and indicate why the decision was made.*
  - A presentation of the proposal done by Lyndsey McDonnough to the Senior Management team at the Ministry of Health. This was requested by Dr. Christopher Tufton who asked that both OGM Integrated Communications, which had been contracted prior to his arrival to the Ministry of Health to develop a physical activity*

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<sup>14</sup> Ibid.



*campaign for the MOH, and Market Me present their proposed campaigns to himself and the senior directorate of the MOH.*

- A meeting with Lyndsey McDonnough and Dr. Christopher Tufton at the offices of Market Me on West Kings House Road I was invited one weekend- I do not recall the specific date – to have discussions with Dr. Tufton and Ms. McDonnough regarding the Jamaica Moves proposal. The highlights and need for such an activity were discussed with me. We also discussed a similar physical activity campaign that was being done on behalf of the MOH by OGM Integrated Communications at the time called “Make it Count” ...”<sup>15</sup>*

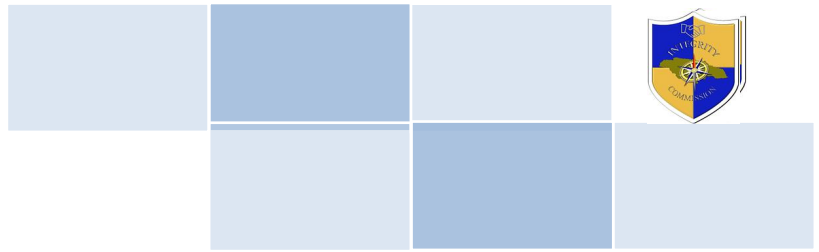
5.3.10 As it relates to Ms. Shaw Smith's awareness of Dr. The Hon. Christopher Tufton's involvement and/or role played, if any, in relation to the referenced Unsolicited Proposal, which was received by the MOH from Market Me, Mrs. Shaw Smith stated, inter alia, the following:

***“As far as I’m aware, Dr. Tufton first introduced Market Me to the MOH and then indicated to me that they had a proposal dubbed Jamaica Moves for a physical activity campaign. We had face to face conversations and meetings regarding the proposal.”<sup>16</sup>***

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<sup>15</sup> Statement of Mrs. Stephanie Shaw Smith dated July 15, 2021, paragraph 12.

<sup>16</sup> Ibid Paragraph 13.



5.3.11 Dr. the Hon. Christopher Tufton, by way of a statement dated August 27, 2021, advised the DI that he was in attendance at the meeting/presentation attended by representatives of the MoHW and Market Me, held on July 12, 2016 and though he could not recall the names of the persons who were present or who initiated the meeting, he recalled that “It was an opportunity for the Company to make a presentation on its ideas and proposals regarding the promotion and marketing of health, wellness and lifestyle changes.”

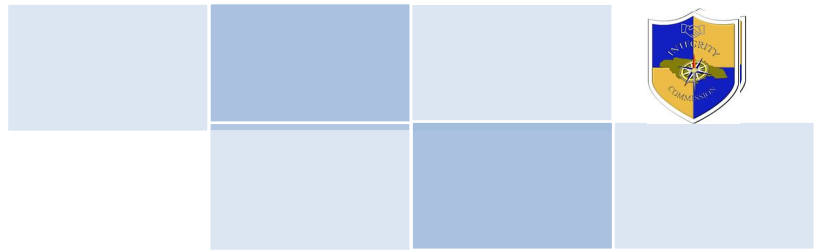
5.3.12 Dr. Tufton also stated that he was aware of some of their ideas through one of its Principals, Ms. McDonnough, and that:

***“...I thought it was an opportunity for the Ministry to assess whether it was consistent with the goals and objectives that we had for wellness and its marketing and promotion in the Ministry.***

***... I thought it appropriate as a new Minister that I needed to change the Ministry’s policies and programmes with a greater focus on health and wellness. To this end I had many meetings to provide guidance based on my thinking as to the policy direction that I wished to pursue.”<sup>17</sup>***

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<sup>17</sup> Statement of Dr. the Hon. Christopher Tufton dated August 27, 2021. Para 5



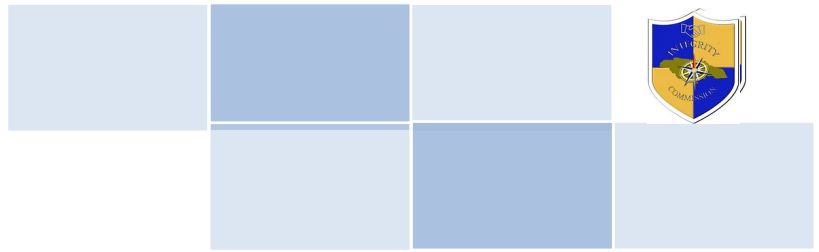
5.3.13 In respect of whether he gave any directions and instructions subsequent to the aforementioned presentation, Dr. Tufton stated that he did not recall giving any specific directions and/or instructions after the presentation, however, he did “... **express interest in what was presented as it was in keeping with the lifestyle and wellness approach that I wished to embark upon as a policy direction and I asked the Permanent Secretary to do follow-up work in that regard**”<sup>18</sup>.

5.3.14 In relation to the referenced Unsolicited Proposal, Dr. Tufton indicated that though he was aware of the proposal, he was not involved in any administrative process relating to the receipt of the proposal. He also stated, *inter alia*, the following:

*“I did not engage in discussions relating to the details and/or material which was proposed by Market Me Consulting Limited. I however had previous discussions with Miss Lyndsey McDonnough of a general nature over a period of time on health and wellness issues and how those should be promoted and marketed. We shared an interest in healthy lifestyle practices and I have had these types of discussion, not only with Miss McDonnough, but many persons who I thought, at the time, could assist me with new innovative ideas on health and wellness. It should be known that I am trained in marketing strategy and I*

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<sup>18</sup> Ibid para 5.



*have been a lecturer and have practiced in the field of marketing for a significant number of years.”<sup>19</sup>*

5.3.15 In response to the question as to whether he gave any instructions, directions and/or recommendations concerning the treatment of the proposal which was submitted by Market Me to the MoHW, Dr. Tufton indicated, *inter alia*, that:

***“The Proposal appeared to fit in with my view on lifestyle and wellness issues and this would have been perceived by the Ministry staff involved in the process. I however gave no directions, instructions or recommendations concerning the treatment of the said Proposal but I was entitled, as Minister, to express my views on policy issues and the officers would no doubt have taken into account that fact when treating with the proposal”<sup>20</sup>.***

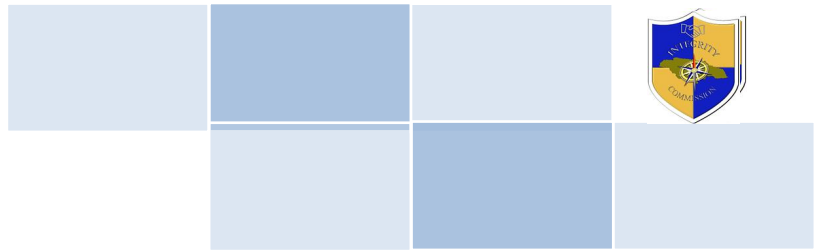
5.3.16 Dr. Tufton also stated that “...upon the submission of the Unsolicited Proposal, Market Me Consulting Limited... was not seeking to obtain a contract with the Ministry but they wished to obtain an endorsement and funding support... It eventually transitioned into contractual relations with the Ministry”, a process he reiterated that he was not involved in.<sup>21</sup>

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<sup>19</sup> Ibid. para 7d

<sup>20</sup> Ibid. Para 7f

<sup>21</sup> Ibid. Para 7j

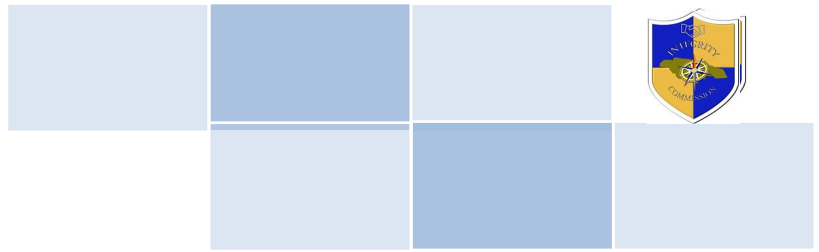


5.3.17 In relation to the DI's question as to whether Dr. Tufton directed or influenced any decision in respect of the referenced proposal, Dr. Tufton stated, *inter alia*, he did not, "...but the Permanent Secretary and staff were aware of the policy direction that I wished the Ministry to embark upon and they would have been guided and influenced by the policy direction I wished to chart for the Ministry in relation to Wellness... I gave no instructions to anyone to award the contract to Market Me however, as Minister it is my prerogative to determine policy. Given the policy direction that I wish to embark upon it would be expected that contracts awarded by the Ministry to execute policy on wellness and lifestyle matters such as Jamaica Moves project would be in harmony with policy objectives articulated by me as Minister."<sup>22</sup>

5.3.18 Further, Ms. Lyndsey McDonnough, by way of her statement dated August 13, 2021 advised the DI that, "Market Me Consulting Limited approached the newly appointed Minister of Health and Wellness, Dr. the Honourable Christopher Tufton to discuss a fitness concept we had been implementing within Kingston through our running club WGTR." However, she could not recall the date on which the unsolicited proposal was submitted. Ms. McDonnough further stated that "...we did not initially approach the MOHW to fund a proposal but rather to discuss a concept and its expansion with the endorsement of the government entity... The proposal was submitted to:

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<sup>22</sup> Ibid. para 8.



*The Permanent Secretary- Mr. Kevin Harvey*

*The Chief Medical Officer- Mr. Winston De La Haye*

*The Director of Health Promotions- Dr. Beverly Wright”.*<sup>23</sup>

5.3.19 Dr. Kevin Harvey, former Permanent Secretary, MoHW, by way of his statement dated December 10, 2021 indicated that he became aware of the contracts that were awarded to Market Me, after his tenure had ended, *“only through media reports.”*<sup>24</sup>

5.3.20 He advised that he *“first became aware of Market Me Consulting Limited around March 2016. **The Minister of Health, Dr. Christopher Tuffon introduced the company to the senior management team and asked that they participate in all PR matters relating to the office of the Minister.** Note they were not contracted by the Ministry of Health at this time.”*<sup>25</sup>

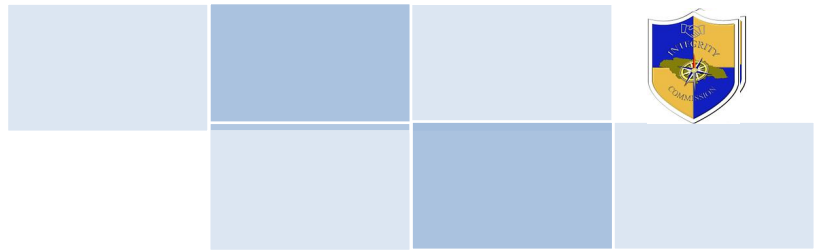
5.3.21 In respect of his knowledge of a meeting which was held between representatives of the MoHW and Market Me Consulting Limited on April 18, 2016, Dr. Harvey stated, *inter alia*, that he could not recall the specific dates of the meetings with the Principals of Market Me, however, he recalled being involved in three (3) formal meetings with the entity. Dr. Harvey further stated the following:

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<sup>23</sup> Statement of Ms. Lyndsey McDonnough, Co-Managing Director, Market Me, dated August 13, 2021, response no. 14.

<sup>24</sup> Statement of Dr. Kevin Harvey, Former Permanent Secretary, Ministry of Health, dated December 10, 2021, para 2.

<sup>25</sup> Statement of Dr. Kevin Harvey dated December 10, 2021 para 3.



*“Two of these meetings were during the regular weekly briefings held by the Minister and the senior management team to hear, proposals presentations and updates on ongoing issues...*

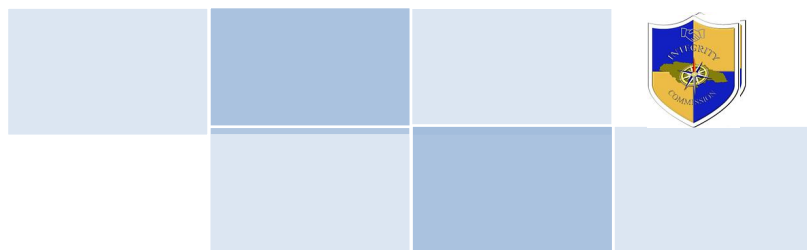
*During the 1<sup>st</sup> meeting there was a general discussion of the MOH's wellness programmes and we received a presentation from OCG communications outlining there(sic) proposal for the implementation of a Healthy lifestyle campaign for which they were previously contracted to develop.*

*During the second meeting we received a power point presentation from Market me outlining their concept for a Healthy Lifestyle campaign that could be implemented by the MOH. **After the presentation the HMH [Honourable Minister of Health] asked that myself and the technical team responsible meet with Market Me to further discuss the proposal.***

***The third Meeting involved the then Director of Health Promotion and Communication, Myself, Lyndsey McDonnough and Kristina Kerr (the latter two from Market Me), during which we outlined the deficiencies of the proposal to include the fact that there was no budget or costing attached and that an actual detailed written proposal would be required for proper review, to include a detailed Technical and Financial Proposal; this, if they intended to forward an unsolicited proposal to the MOH for consideration. I reiterated that the power point would not fit the MOH procurement requirements.”**<sup>26</sup>*

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<sup>26</sup> Ibid para 4.



5.3.22 Dr. Harvey also stated in his statement, that as at the end of his tenure at the MOH, July 2016, he did not receive any formal unsolicited bid/proposal or any other material that could be considered as a bid from Market Me.<sup>27</sup>

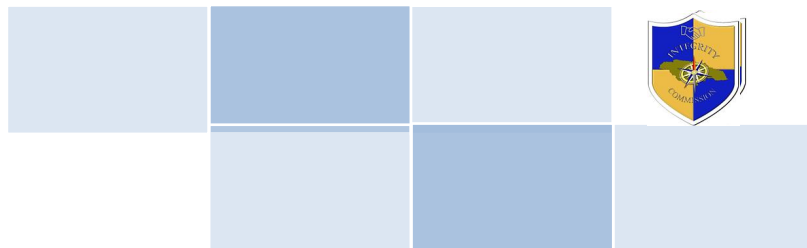
5.3.23 In respect of the representations made by Mrs. Stephanie Shaw Smith, that the referenced Unsolicited Proposal received from Market Me, was sent by the Permanent Secretary's Office to her, requesting that she conduct an assessment of the proposal, whereupon she advised, *inter alia*, that "*the document was not a properly presented proposal but a summary power point presentation*" and recommended that the proposal not be accepted in its current form, Dr. Harvey stated, *inter alia*, the following:

*"The power point presentation received would have been forwarded as customary to the Director of Health Promotion and Communication for review. I cannot recall receiving a response. I note the memo dated July 28, 2016, from Mrs. Stephanie Shaw Smith, [furnished by the DI, to Dr. Harvey by way of a Notice dated November 26, 2021], ... however I cannot recall ever reading same, noting I proceeded on leave from the MOH around the same time".* <sup>28</sup>

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<sup>27</sup> Ibid para 4.

<sup>28</sup> Ibid para 11

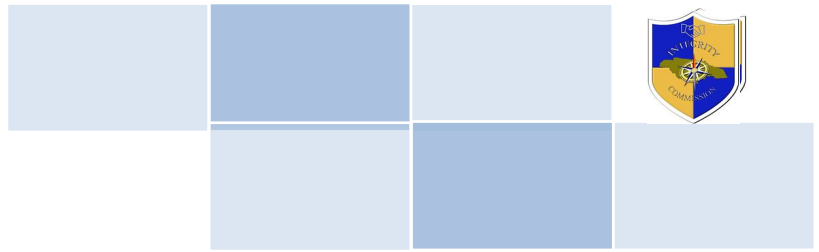


**The Circumstances Surrounding the Award of Contract by the MoHW for the Development and Implementation of a Social Marketing Campaign to Support the Jamaica Moves Programme**

5.4 Mr. Dunstan Bryan, by way of his statement dated September 8, 2020, also provided the following information concerning the award of contract in the amount of \$38,931,820.00, for the development and implementation of a social marketing campaign to support the Jamaica Moves Programme:

*“...On July 17, 2018 a new Terms of Reference was developed for the Jamaica Moves Campaign to include Jamaica Moves in Schools, Jamaica Moves in Communities and Jamaica Moves in Workplaces. ...On December 18, 2018, a Request for Proposal (RFP) was issued to the Firm with a deadline for submission of December 28, 2018 that was further extended to January 2, 2019. The Submission was made by the Firm on January 2, 2019 at 2:15 pm using the two envelop method where the technical and financial proposals were submitted in separate envelopes.*

*... On January 3, 2019, approval was granted by the Permanent Secretary for the Utilization of Direct Contracting ...where follow-on procurement, where a contractor has already provided goods, services or work and additional goods, services or works of a similar nature are required to complete the procurement requirements. Given the fact that the programme was to continue and similar work*

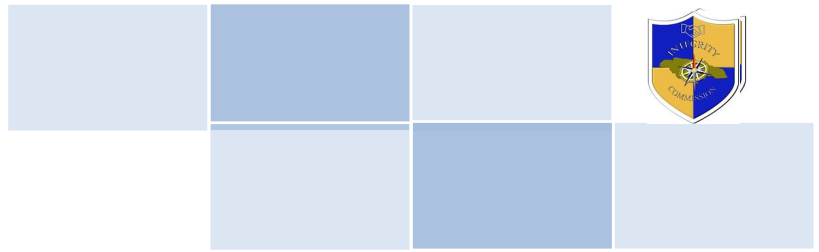


was to be done in relation to the delivery of social marketing interventions the approval was granted.

...An Evaluation Committee was convened on January 8 and 18, 2019 to review the technical proposal. The proposal received an evaluated score of 65.6 below the threshold score of 70. However, the Evaluation Committee agreed to proceed to open the financial proposal given the fact that the process was a direct contracting assessment.

... Negotiations were conducted with the Firm on February 5 and 22, 2019. The original in-house estimate for the activity was ... (J\$166,312,500.00) for 24 months.... The financial proposal submitted by the firm had a cost of ... (J\$183,309,000.00). After negotiations it was agreed that the contract would be reduced to a one year period and placements of advertisements and procurement of items for activation would be undertaken by the Ministry. The total sum of ... (J\$51,350,000.00) was determined as the ceiling. The firm was requested to revisit the Financial Proposal given the new determinations and a returned financial of (J\$38,931,820.00) was submitted.

... On March 22, 2019, the Ministry made a submission to the Consultancy and general Services Sub-Committee with the recommendation for an award of contract to the Firm in the amount of (J\$38,931,820.00)...the matter was then reviewed by the Public Procurement Commission on May 1, 2020.



*...On July 4, 2019 the contract was signed with the Firm for an amount of (J\$38,931,820.00)... The contract expired in June 2020 with a total disbursement of (J\$27,017,571.89)."*<sup>29</sup>

5.4.1 Having regard to the foregoing representations made by Mr. Bryan, Lieutenant Commander Paul Wright, Executive Director, Public Procurement Commission (PPC), by way of his statement dated December 10, 2021, indicated, *inter alia*, as follows:

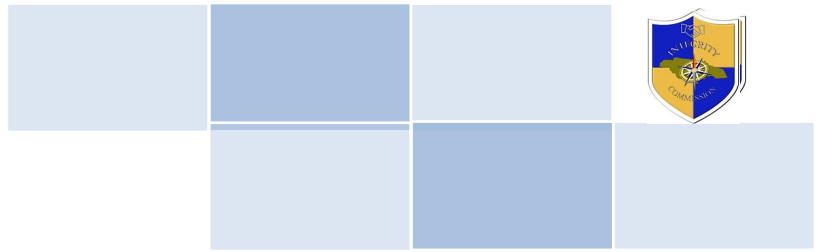
*"The matter was not reviewed by the PPC on 2020 May 01. On 2019 March 22, the MOH made a submission to the Consultancy and General Services Sector Committee of the then NCC (dated 2019 March 18) with the recommendation for an award of contract to Market Me Consulting Limited in the amount of \$38,931,820. On 2019 April 01, the Public Procurement Regulations 2018 entered into force, and the PPC was established. The matter was reviewed by **the PPC's Board of Commissioners on 2019 May 08 and subsequently approved the recommendation of the MOH for an award on 2019 May 09.**"*<sup>30</sup>

5.4.2 Though not detrimental to the resolution of this issue, the DI notes the inconsistency between PS Bryan's assertions regarding the date on which the PPC reviewed the Ministry's submission, that is, May 1, 2020 and the aforementioned representation made by, Lieutenant Commander Wright,

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<sup>29</sup> Statement of Dunstan Bryan, Permanent Secretary, MoHW dated September 8, 2020

<sup>30</sup> Statement of Lieutenant Commander Paul Wright dated December 10, 2021. Para 4a



that the matter was reviewed on May 8, 2019 and subsequently approved on May 9, 2019.

### **The Circumstances Surrounding the Award of Contract to Market Me by the National Family Planning Board**

5.5 Having regard to the review of the QCA Database which revealed, *inter alia*, the award of one (1) contract to Market Me by the National Family Planning Board (NFPB), the DI requested by way of a Notice, that Ms. Lovette Byfield, Executive Director, NFPB, indicate, amongst other things, all contracts which were awarded to Market Me.

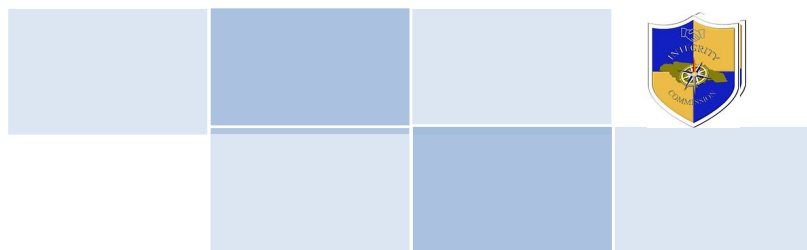
5.5.1 In the aforementioned regard, Ms. Byfield by way of a statement submitted to the DI, indicated that one (1) contract was awarded to Market Me on March 31, 2017, in the amount of J\$4,900,000.00, utilizing the Direct Contracting procurement methodology.<sup>31</sup>

5.5.2 Ms. Byfield explained that the following process ensued in the award of the referenced contract:

*“February 3, 2017- Director Communication and Public Relations wrote to the Executive Director requesting pre-approval to utilise Direct Contracting Methodology for the procurement of the*

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<sup>31</sup> Statement of Ms. Lovette Byfield, Executive Director, National Family Planning Board (NFPB) dated July 22, 2021.



*communication consultancy services through Market Me Consulting Limited...*

*February 3, 2017- Executive Director granted request for pre-approval to utilise Direct Contracting Methodology for the procurement of the communication consultancy services ...*

*March 28, 2017- Quotation received from Market Me Consulting Limited...*

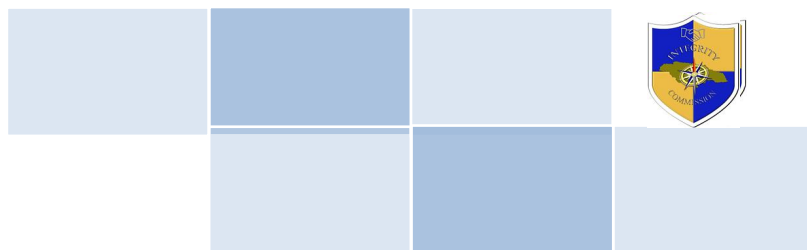
*March 31, 2017- Procurement Committee, by round robin, officially endorsed the submission to contract Market Me Consulting Limited.”<sup>32</sup>*

5.5.3 A review of Procurement Committee records, provided by Ms. Byfield by way of statement, revealed that the justification which was provided by the NFPB for use of the Direct Contracting procurement methodology was pursuant to **section 1.1.4(d)** of the **GOJ Handbook of Public Procurement Procedures**, which permits the use of the methodology for the purposes of research, experiment, study or development.

5.5.4 The referenced Procurement Committee records further indicates, *inter alia*, that **“The endorsement was given to engage Market Me as they are a fully integrated communications agency that is known for producing quality, results-driven work. They have been previously engaged by our Portfolio Ministry – MOH for the campaign “Jamaica Moves” and have also**

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<sup>32</sup> Statement of Ms. Lovette Byfield, Executive Director, National Family Planning Board (NFPB) dated July 22, 2021



***done marketing campaigns for the Office of The Prime Minister, Jamaica Chamber of Commerce and the Ministry of Education. The Board also needs to have an alignment with the MOH and their communication programme in which Market Me is currently very instrumental.”<sup>33</sup>***

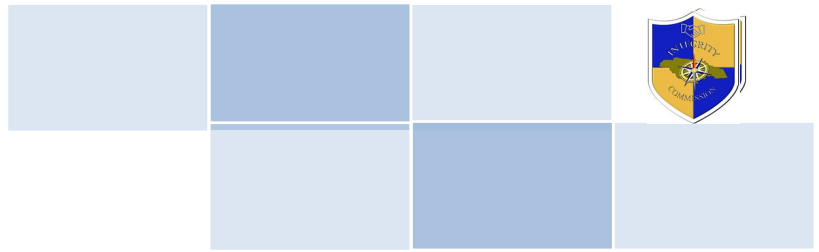
5.5.5 The DI perused a Contract between the NFPB and Market Me, and observed the following scope of works:

- (a) The development of a brand identity for the integrated entity- including creation of a revised logo, guidelines for use of the logo and associated colour schemes and fonts, standard artwork to be used in communications, signage, and stationery;
- (b) Development of a clear communications campaign for an identified audience;
- (c) Collaboration with various levels of the organisation in order to produce, *inter alia*, the following outputs/deliverables:
  - Consultant’s workplan/schedule;
  - Logo;
  - Adolescent campaign;
  - Messages in support of the adolescent campaign for use in social media; and
  - Social media campaign.<sup>34</sup>

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<sup>33</sup> Procurement Committee- Round Robin Notes, provided by Ms. Lovette Byfield, Executive Director, NFPB, by way of Statement dated July 22, 2021 and marked as “LB9” for identification.

<sup>34</sup> Annex A, Terms of Reference and Scope of Services, Contract between the NFPB and Market Me, dated March 31, 2017, included in the Statement of Ms. Lovette Byfield and marked as “LB4” for identification.



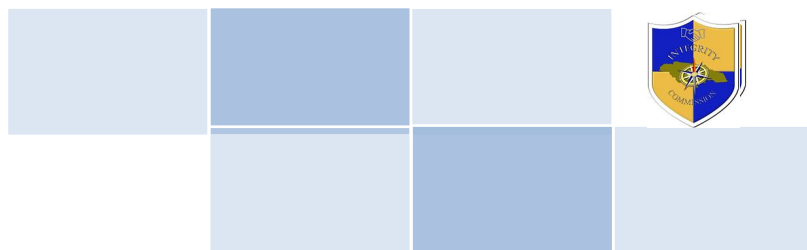
5.5.6 Dr. Denise Chevannes Vogel, former Executive Director, NFPB for the period September 1, 2014 to August 31, 2017, confirmed the award of the referenced contract to Market Me. Dr. Vogel indicated by way of her statement dated July 13, 2021 that *"The National Family Planning Board (NFPB) had been deliberating on a public education relations blitz to celebrate the 50<sup>th</sup> anniversary of the organisation and rebrand it following the integration of elements of the National HIV/STI Programme of the Ministry of Health into the NFPB, an agency of the Ministry of Health. It was also contemplated to include a behaviour change communication campaign"*.<sup>35</sup>

*Representations Made by Market Me Concerning Contracts Awarded by the MOHW and the NFPB*

5.6 The DI, by way of Notice required Ms. Lyndsey McDonnough, Co-Director, Market Me, to provide responses to certain questions posed in relation to the award of contracts by the MOHW and the NFPB. In this regard, Ms. McDonnough, by way of a statement dated August 13, 2021 advised the DI that three (3) contracts were executed between Market Me and the MOHW. The contracts mentioned by Ms. McDonnough are as follows:

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<sup>35</sup> Statement of Dr. Denise Chevannes Vogel, former Executive Director, NFPB dated July 13, 2021



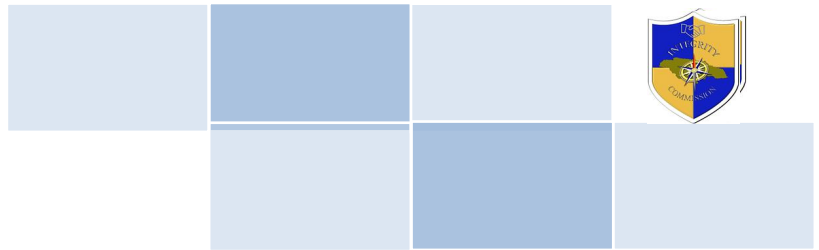
- a. Consultant to Develop & Implement Social Marketing Campaign to Support the Physical Activity Component of the NCD Strategic and Action Plan 2013-2018 (2017);
- b. Development & Implementation of a Social Marketing Campaign to Support the Jamaica Moves programme as a component of the National NCDs Strategic & Action Plan 2013-2018 (2019); and
- c. Rebrand & Development of an Adolescent Campaign that Encourages Responsible Sexual & Reproductive Health Behaviour- March 2017.

5.6.1 In addition to the aforementioned contracts, Ms. McDonnough indicated that the services of Market Me were requested “...in an ad hoc manner on several occasions by representatives of the Ministry of Health and Wellness and their regional bodies. These requests were mainly done in an informal manner, which is customary in the field we are in where urgency is the norm more than the exception. In most instances, the request were done by the Health Promotion Officers, Public Relations Officers/ Directors, Regional Director or the Permanent Secretary.”<sup>36</sup>

5.6.2 In relation to her knowledge concerning the Unsolicited Proposal which was submitted by Market Me to the MOHW, Ms. McDonnough indicated, *inter alia*, that “**The relationship between Market Me**

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<sup>36</sup> Statement of Lyndsey McDonnough dated August 13, 2021, paragraph 3.



***Consulting Limited and the Government of Jamaica specifically the MOHW began when the Honourable Dr. Christopher Tufton became Minister of Health and Wellness. He was known to Market Me in a professional capacity and through our fitness activities and therefore when he became Minister, we approached him re a concept we had to see if there could be collaboration with the Ministry of Health and Wellness.”<sup>37</sup>***

**The Involvement of Dr. the Honourable Christopher Tufton in the Award of Contract to Market Me Consulting Limited by the Ministry of Health and Wellness**

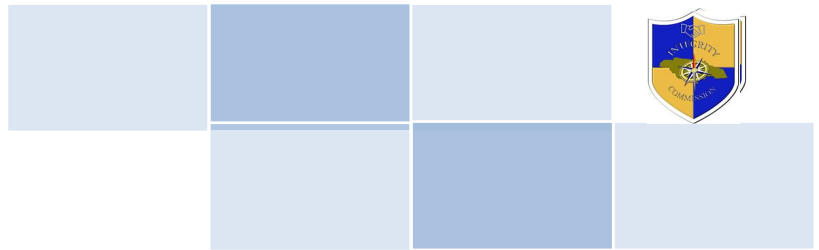
5.7 Having regard to the allegation which led to the initiation of this investigation, certain questions were posed by the DI to individuals deemed pertinent to ascertain, amongst other things, the involvement of Dr. the Hon. Christopher Tufton, if any, in the award of contracts to Market Me. The responses provided are outlined below.

Mr. Dunstan Bryan

5.7.1 In relation to the contracts which were awarded to Market Me and listed in Table No. 1 above, Mr. Dunstan Bryan advised the DI that, the Minister was not, to his knowledge, involved in the award of contracts. He further stated that “*The Jamaica Moves Campaign was the flagship behaviour change communication programme of the Ministry that was being led by the Minister of Health and Wellness as the public face of the campaign. As*

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<sup>37</sup> Statement of Lyndsey McDonnough dated August 13, 2021, paragraph 14.



*Permanent Secretary, the Minister would advise me of his participation in particular events related to the campaign."*<sup>38</sup>

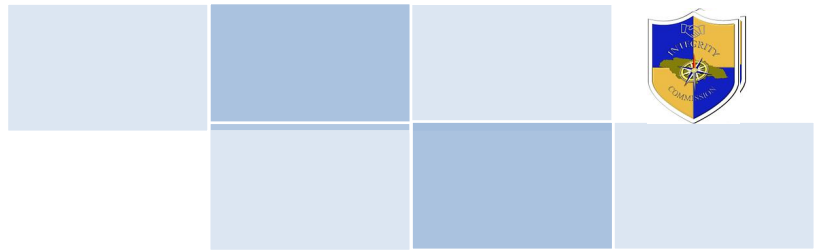
5.7.2 In respect of whether he received any instructions from Dr. the Hon. Christopher Tufton and/or any other person acting on his behalf, in relation to the contracts referenced in Table No.1 above, and/or the award of any other GOJ contracts to Market Me, Mr. Dunstan Bryan stated the following:

*"I received no such instructions...As Permanent Secretary, the Minister and I discussed the implementation of activities related to the Jamaica Moves Campaign. **The issue of outstanding payments to Market Me was raised with me in January 2019 when it was stated that the company had completed activities outside of the contract on the instruction of the Ministry.** These actions were done during the period between the old contract that was signed in 2017 and the award of the new contract. **I immediately ceased all further activities until the new contract was finalised. It was stated that these activities were done in order not to break the momentum of the programme.** Based on the fact that these were separate and distinct activities; individual POs were generated and payments made."*<sup>39</sup>

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<sup>38</sup> Statement of Dunstan Bryan, Permanent Secretary, MoHW dated October 12, 2021, response no. 20.

<sup>39</sup> Statement of Dunstan Bryan, Permanent Secretary, MoHW dated October 12, 2021, response no. 22.



Mrs. Stephanie Shaw Smith

5.7.3 In response to whether Mrs. Stephanie Shaw Smith was aware of the involvement and/or role, if any, played by Dr. the Hon. Christopher Tufton, in relation to the Unsolicited Proposal submitted by Market Me to the MOHW, she advised the DI by way of statement dated July 15, 2021, *inter alia*, that as far as she was aware, *"Dr. Tufton first introduced Market Me to the MOH and then indicated to me that they had a proposal dubbed Jamaica Moves for a physical activity campaign. We had face to face conversations and meetings regarding the proposal."*<sup>40</sup>

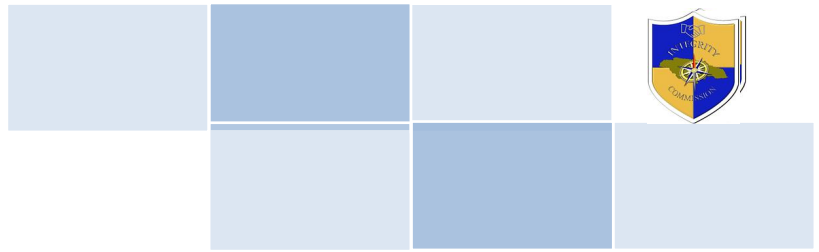
Dr. Kevin Harvey

5.7.4 Dr. Kevin Harvey, in his statement dated December 10, 2021, in response to the question of his knowledge of the involvement and/or role, if any, played by Dr. the Hon. Christopher Tufton, regarding the referenced Unsolicited Proposal which was received by the MOHW from Market Me, advised the DI, *inter alia*, as follows:

*"The Company Market Me was brought to my attention by the HMM, Dr. Tufton on his arrival at the MOH in March 2016. **He asked that they be involved with all PR matters related to the office of the HMM. He later asked that we receive and consider a presentation from the company during one of his regular senior***

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<sup>40</sup> Statement of Mrs. Stephanie Shaw Smith, dated July 15, 2021, para 13.



**management briefings.** Beyond this I am unaware of his role regarding any unsolicited proposal from the company."<sup>41</sup>

5.7.5 In respect of whether Dr. Harvey received instructions from Dr. the Hon. Christopher Tufton, and/or any other person acting on his behalf, in relation to the referenced Unsolicited Proposal submitted by Market Me to the MOHW, Dr. Harvey stated, *inter alia*, the following:

*"Further to the power point presentation from Market Me outlining their concept for a Healthy Lifestyle campaign that could be implemented by the MOH, **the HMH asked that myself and the technical team responsible meet with Market Me to further discuss the proposal.** I received no additional instruction from the HMH in this regard."*<sup>42</sup>

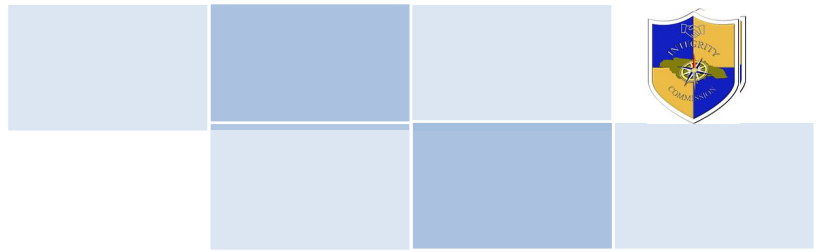
Ms. Lyndsey McDonnough

5.7.6 Ms. Lyndsey McDonnough, in her statement dated August 13, 2021, indicated that Dr. the Hon. Christopher Tufton was amongst the MOHW officials, with whom representatives of Market Me interacted, in relation to the referenced Unsolicited Proposal. As it relates to her knowledge of the extent of Dr. Tufton's involvement in the referenced Unsolicited Proposal, she advised by way of a further statement dated February 22, 2022, *inter alia*, that **"There was no substantive involvement of Dr Tufton to the proposal in**

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<sup>41</sup> Statement of Dr. Kevin Harvey dated December 10, 2021 para 16.

<sup>42</sup> Statement of Dr. Kevin Harvey dated December 10, 2021 para 16.



***question. I merely indicated that the Market Me team conceptualised an idea and wished to share with the Ministry, and he encouraged that the Ministry has an open-door policy, and is always willing to listen and entertain novel ideas and ways of doing things”.***<sup>43</sup>

5.7.7 Ms. McDonnough further stated, *inter alia*, the following in relation to Dr. the Hon. Christopher Tufton “... at no point in time did Market me or any of its representatives engage in any negotiations directly or indirectly with this individual, in relation to any contracts that were awarded.”<sup>44</sup>

Dr. the Hon. Christopher Tufton

5.7.8 Dr. the Hon. Christopher Tufton, by way of his statement dated August 27, 2021, indicated, *inter alia*, as follows: “***I became aware of the entity Market Me Consulting Limited in ... 2013. I knew Ms. McDonnough from about 2011 as we were members of a running club...and during that period and after we discussed topics around health seeking behaviour and lifestyles practices. This was before Jamaica Moves was created and I would therefore have become aware of the company through that friendship and when she created it with her business partner ...***”<sup>45</sup>

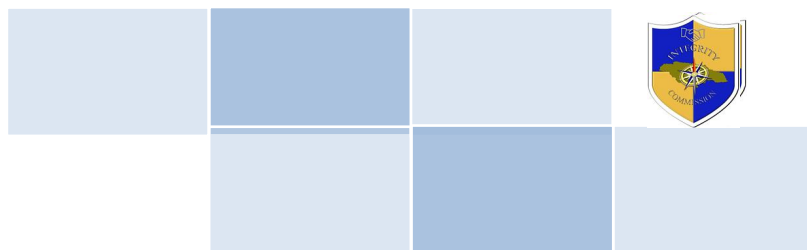
5.7.9 As it relates specifically to the contracts listed in Table No. 1 above, Dr. Tufton advised the DI that he had no role, responsibility or function in the award of

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<sup>43</sup> Statement of Ms. Lyndsey McDonnough, Co-Managing Director, Market Me, dated February 22, 2022, para 1.

<sup>44</sup> Statement of Ms. Lyndsey McDonnough dated February 22, 2022, para 2.

<sup>45</sup> Statement of Dr. the Hon. Christopher Tufton dated August 27, 2021. Para 3.



contracts to Market Me by the MOHW. He indicated, *inter alia*, that “as Minister I am involved in policy formulation ...I was not involved in any of the administrative or legal processes in relation to any of the contracts awarded by MOHW to Market Me Consulting Limited.”<sup>46</sup>

5.7.10 Having regard to the foregoing, the DI finds it necessary to indicate that the Minister has no formal role within the procurement framework in this jurisdiction. This will become obvious from an examination of the procurement laws and guidelines of Jamaica.

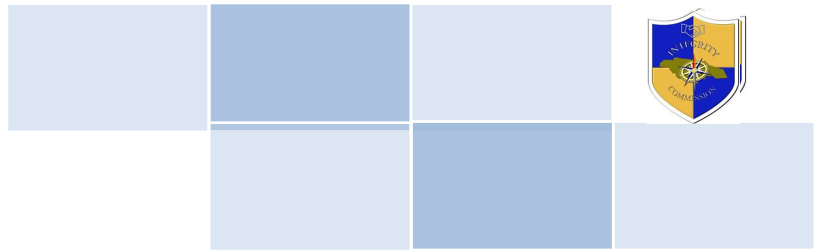
### **Allegations of Conflict of Interest Involving Dr. the Hon. Christopher Tuffon and the Award of Contracts to Market Me**

5.8 Having regard to the nature of the allegations concerning the award of contracts to Market Me, the DI sought to ascertain the extent of the relationship, if any, between Dr. the Hon. Christopher Tuffon and Ms. Lyndsey McDonnough, Co-Managing Director, Market Me.

5.8.1 Before proceeding further however, it is necessary to highlight that it has been established above that Ms. McDonnough (Market Me) was introduced to the MoHW sometime after Dr. Tuffon's appointment as Minister of Health in March 2016. The circumstances of Market Me's introduction according to Dr. Harvey, are outlined below:

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<sup>46</sup> Ibid para 6.



***“The Company Market Me was brought to my attention by the HMM, Dr. Tufton on his arrival at the MOH in March 2016. He asked that they be involved with all PR matters related to the office of the HMM. He later asked that we receive and consider a presentation from the company during one of his regular senior management briefings.”***

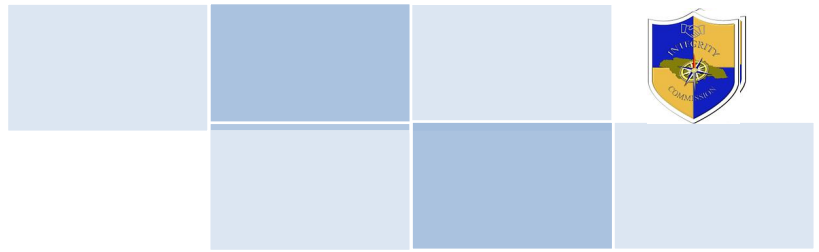
5.8.2 Returning to the relationship between Ms. McDonnough and Dr. Tufton. In this regard, Ms. McDonnough advised the DI that she met Dr. Tufton in 2011 in a professional capacity, as at the time she managed the data centre for the “party” and that since then both have worked together in several professional capacities.<sup>47</sup>

5.8.3 As it relates to the allegation that there was a relationship between one of the Principals of Market Me and Dr. Tufton, Ms. McDonnough stated as follows:

*“Dr The Hon. Christopher Tufton is personally known to me since 2011 when we met while I was working in a professional capacity. Since that time we have worked periodically in a professional capacity ...I am aware of various allegations on social media including a social media page made in or about July, 2020 which was developed with the title “Wife Cheated On” which had a myriad of allegations surrounding both myself and Dr. The Hon. Mr. Christopher Tufton including allegations that myself and Dr. Tufton were in a romantic*

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<sup>47</sup> Statement of Lyndsey McDonnough dated August 13, 2021, paragraph 20.



*relationship for seven years, which allegations were false. The various allegations that have arisen since have been the source of much discussion in the public domain, and I have been advised that I am constitutionally entitled to the right to privacy pursuant to the Charter of Fundamental Rights and Freedom, and I consider romantic affiliation as alleged, to be a private matter which has no bearing on the contractual relationship between Market Me and the MOHW which I understand to be the subject of this investigation."*<sup>48</sup>

5.8.4 Ms. McDonnough, by way of a further statement dated February 22, 2022, stated, *inter alia*, the following, in respect of the alleged relationship between herself and Dr. the Hon. Christopher Tufton:

*"...it is important to add the following to the investigation:*

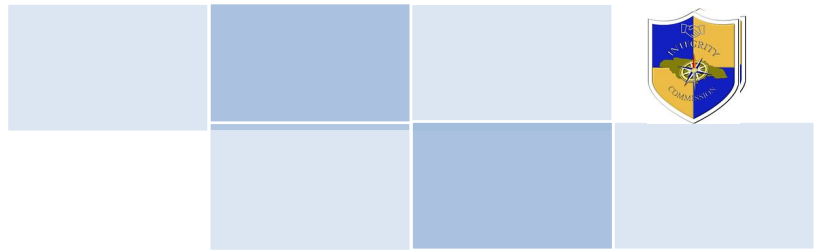
*a. That in my prior statement, clarity was not brought to an alleged romantic relationship between myself and Dr Christopher Tufton. I now seek to do so, by making it absolutely clear that on or about 2016, 2017, 2018 & 2019, the period during which Market Me was involved in Jamaica Moves, the subject matter of the investigation, Dr Tufton and I only had a professional relationship"*<sup>49</sup>.

5.8.5 Dr. the Hon. Christopher Tufton, by way of his statement dated August 27, 2021 advised the DI of the following:

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<sup>48</sup> Statement of Ms. Lyndsey McDonnough dated August 13, 2021, para 21.

<sup>49</sup> Statement of Ms. Lyndsey McDonnough dated February 22, 2022, para 8.



*"I have a personal relationship/friendship with Ms. McDonnough...I do not have a business relationship with Ms. McDonnough except in so far as the Company in which she is a Principal (Market Me Consulting Limited) and has had contracts with the Ministry of Health and Wellness. Miss McDonnough has also done work for me in my constituency on a voluntary and professional basis..."<sup>50</sup>*

5.8.6 In relation to the allegations of the existence of a personal and romantic relationship between Dr. Tufton and Ms. McDonnough, Dr. Tufton stated the following:

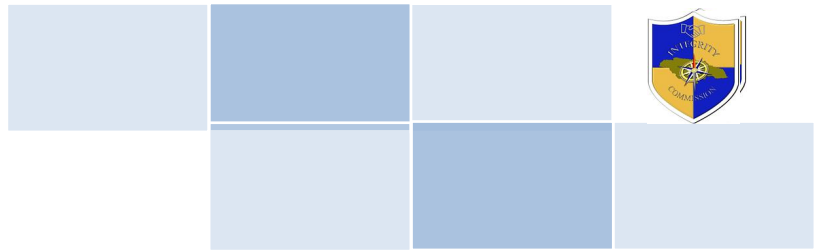
***"I have already provided information regarding the circumstances under which I met Ms. McDonnough and the nature of my friendship with her sufficient for you to conduct your investigations and to assess the issues that may arise in the course of that process."<sup>51</sup>***

5.8.7 In respect of whether he had made any disclosures of his relationship and/or association with Ms. McDonnough, Dr. Tufton stated that no explicit disclosure was made by him of his "friendship" with Ms. McDonnough, and also that to the best of his knowledge the

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<sup>50</sup> Statement of Dr. the Hon. Christopher Tufton dated August 27, 2021, paragraph 14.

<sup>51</sup> Ibid para 15 (a).



friendship was known to members of staff of the Ministry of Health and Wellness.<sup>52</sup>

- 5.8.8 Sections 4.2 and 4.3 of the GoJ Handbook of Public Sector Procurement Procedures (GPPPH) which details the requirements in respect of issues of conflict of interest and unethical conduct:

**"CONFLICT OF INTEREST**

*All personnel involved in the procurement process are expected to observe the GoJ Code of Conduct for Civil Servants outlined in the Staff Orders. **They are expected to be free from interests or relationships that are actually or potentially detrimental to the best interests of the Government, and shall not engage or participate in any transaction involving a company, its affiliates, divisions or subsidiaries, in which they have even minor interests.***<sup>53</sup> (DI Emphasis)

- 5.8.9 Further, **section 4.2.1** states as follows:

**"DECLARATION**

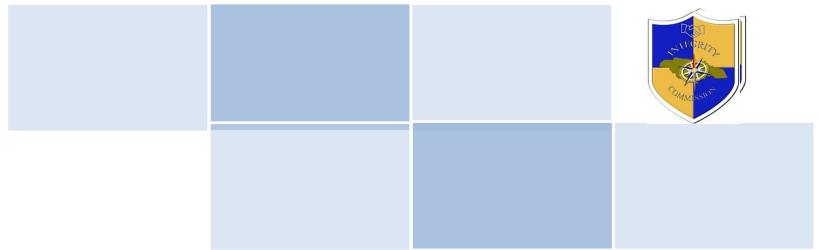
...

**It is the duty of all staff and any other Public Officers and officials directly or indirectly involved in the procurement**

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<sup>52</sup> Ibid para 15(b).

<sup>53</sup> Section 4.2 of the GoJ Handbook of Public Sector Procurement Procedures, March 2014. Page 18.



**process – especially in the preparation of bidding documents; evaluation; contract negotiations; contract management; and payments – to declare any potential conflicts of interest. A conflict of interest will arise when the individual has a direct or indirect relationship with a contractor, which may affect or might reasonably be deemed by others, to affect impartiality on any matter related to his/her duties.**

...

**A Public Officer shall declare any relationship with a Bidder, contractor or consultant and shall take no part in either the decision-making process or the implementation of any contract where such a relationship exists. A personal relationship is defined as consanguinity or affinity.**<sup>54</sup>

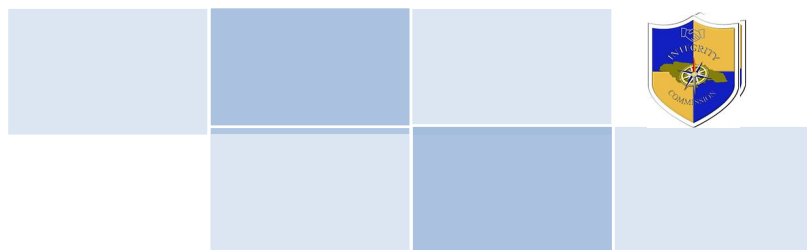
(DI Emphasis)

5.8.10 **Section 4.2.1** also highlights, inter alia, that a conflict of interest exists when GoJ employees involved in the procurement process, "...have a direct or indirect interest in, or relationship with an outsider that is inherently unethical, or who it might be implied or construed could make possible personal gain due to his/her ability to influence dealings or otherwise inhibit the impartiality of the employee's judgment".<sup>55</sup>

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<sup>54</sup> Section 4.2.1 of the GoJ Handbook of Public Sector Procurement Procedures, March 2014. Volume 1.

<sup>55</sup> Section 4.2.1 of the GoJ Handbook of Public Sector Procurement Procedures, March 2014 . Volume 1.



5.8.11 Additionally, the DI highlights the following definition of a conflict of interest as described by the **Organization for Economic Cooperation and Development (OECD) Policy Brief 2024**:

*“A 'conflict of interest' involves a conflict between the public duty and private interests of a public official, in which the public official has private-capacity interests which could improperly influence the performance of their official duties and responsibilities.”<sup>56</sup>*

5.8.12 It is instructive to note that **section 36** of the **Contractor General Act-Public Sector Procurement Regulations, 2008**, which remained in effect until February 22, 2018, provides, *inter alia*, the following:

“ ...

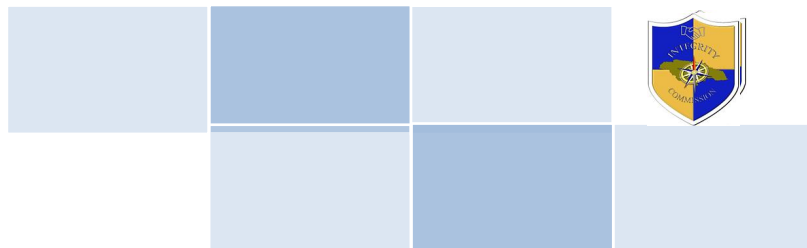
*(2) Every personal relationship shall be disclosed in writing or, if in a meeting orally and then minuted, and any person who has made such a disclosure of personal relationship **shall not sit in any meeting while deliberations on the subject matter are being conducted.**”<sup>57</sup>*

‘Ethical Principles Governing the Conduct of Members of Government’

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<sup>56</sup> OECD 2005, Guidelines for Managing Conflict of Interest in the Public Service, pg. 15.

<sup>57</sup> The Contractor General Act Public Sector Procurement Regulations, 2008. Section 36.



5.8.13 MINISTRY PAPER No. 19/ 2002 entitled “CONDUCT OF MINISTERS”, establishes several principles by which “...all Members of the Government are expected to adhere” and which should “govern the activities of Members of the Government in their day-to-day business.” These principles include:

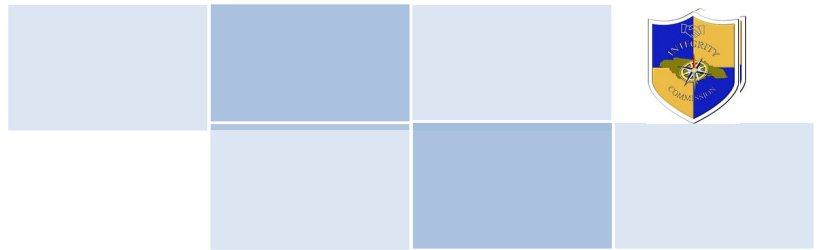
**“Selflessness:** *Holders of public Office should take decisions solely in terms of the public interest. **It is an offence to do so in order to gain financial or other material benefits for themselves, their families and friends.***

**Integrity:** *Holders of public office should not place themselves under a financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.*

**Objectivity:** *In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office, should make choices on merit.*

...

**Honesty:** *Holder of public office have a duty to declare any private interests relating to their public duties and*



**take steps to resolve any conflicts arising in a way that protects the public interest.**

...

**MINISTERS OF GOVERNMENT**

1. Ministers of Government are expected to behave according to the highest standards of constitutional and personal conduct in the performance of their duties. In particular, they must observe the following principles of Ministerial conduct:

...

vi. **Ministers must ensure that no conflict arises, or appears to arise, between their public duties and their private interests;**

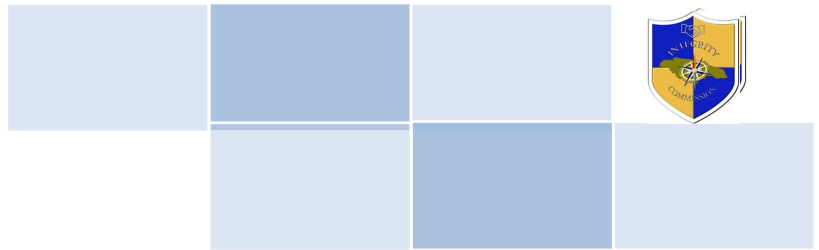
...

Ministers must also, of course, adhere at all times to the requirements of Parliament and protect the integrity of public life;"<sup>58</sup>

5.8.14 Importantly, **sections 36 and 40** of the **Public Sector Procurement Regulations, 2008**, stipulates the following as it regards the declaration of conflicts of interest (in force up to February 22, 2018):

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<sup>58</sup> MINISTRY PAPER No. 19/2002, CONDUCT OF MINISTERS. Pages 1, 2 and 4



*"It is the duty of any public officer directly or indirectly involved with the procurement process and particularly in the preparation of bidding documents, evaluation, contract negotiations, and contract management and payments to –*

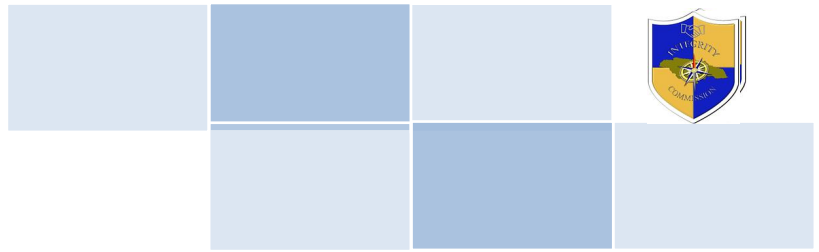
- (a) declare to the head of his entity of chairman of the entity's procurement committee any potential conflict of interest in relation to a proposed Government contract;*
- (b) declare to the head or chairman, any relationship with a bidder, supplier, contractor or consultant and refrain from taking part in either the decision-making process or the implementation of any prospective Government contract where such a relationship exists."*<sup>59</sup>

*"A person who –*

- (a) contravened these Regulations; or*
- (b) aids, abets or otherwise knowingly facilitates or is an accessory to the contravention of these Regulations, commit an offence and is liable, on summary conviction in a Resident Magistrate's Court, to a fine*

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<sup>59</sup> Section 36, Public Sector Procurement Regulations, 2008.



*not exceeding three months or to both such fine and imprisonment”<sup>60</sup>*

**Conflict of Interest in relation to Lyndsey McDonnough’s Membership on the Board of the National Health Fund (NHF)**

5.8.15 By way of statement dated February 22, 2022, Ms. Lyndsey McDonnough, confirmed that she was appointed to the Board of Directors of the National Health Fund (NHF) “on or about 2016” and that she resigned from the Board on February 15, 2017.<sup>61</sup>

5.8.16 In respect of whether she was involved in discussions and/or the review of funding in support of the award of contracts to Market Me Consulting Limited, during her tenure as a member of the Board of Directors, NHF, Ms. McDonnough stated as follows:

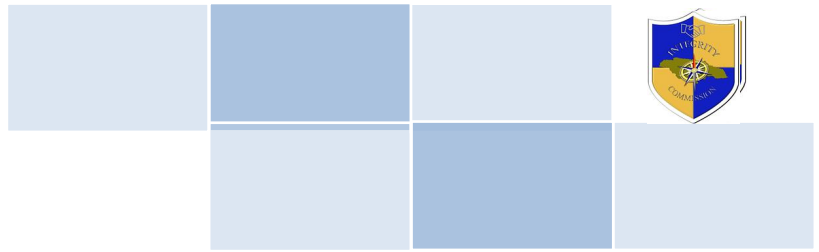
*“On January 25, 2017, a meeting of the Board of Directors of the NHF was held for which I was present. During this meeting, without my knowledge, a proposal was brought to and was discussed by the Board, regarding a Jamaica Moves proposal. It must be noted:*

- a. That the proposal that was discussed with the board on the date in question was not listed on the Agenda for the said meeting in advance, therefore I had no knowledge beforehand...*

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<sup>60</sup> Section 40, Public Sector Procurement Regulations, 2008.

<sup>61</sup> Statement of Lyndsey McDonnough dated February 22, 2022 para 3.



- b. *At no point prior to this date, did I have discussions with any Board member about funding for a Jamaica Moves Proposal;*
- c. *At no point prior to this date, or during my tenure as a member of the Board of Directors of the NHF did I have discussions with anyone requesting that funding be sought for the Jamaica Moves program from the NHF or any Government agency;*
- d. *That the physical proposal brought to the attention of the board at the meeting was not prepared by Market Me, but independently by the MOH seeking funding."*<sup>62</sup>

5.8.17 Ms. McDonnough also stated that *"Having reviewed the minutes of January 25, 2017, there is no indication that I made any comments or contributions to the Jamaica Moves proposal shared with the NHF by the MOH."*<sup>63</sup>

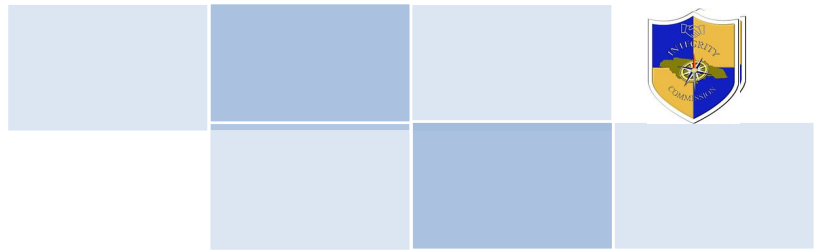
5.8.18 In respect of whether she had disclosed to the NHF, her affiliation with the entity Market Me, Ms. McDonnough stated, *inter alia*, that *"Full disclosure was made to the following individuals about my affiliation with Market Me Consulting Limited:*

- i. *Christopher Zacca*
- ii. *Steven Sykes*
- iii. *David Lowe*
- iv. *Shane Alexis*
- v. *Brian George( Deceased)*

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<sup>62</sup> Ibid para 4

<sup>63</sup> Ibid para 5



vi. *Everton Anderson*"<sup>64</sup>

5.8.19 Notwithstanding the foregoing, Ms. McDonnough indicated that she did not "...have the benefit of knowledge of the exact date of the disclosure, however, all named individuals had knowledge by way of prior engagement, personal, business or otherwise, and as such, is unlikely to claim they were unaware of my affiliation with Market Me and my position as a Marketing Consultant."<sup>65</sup>

5.8.20 Mr. Everton Anderson, Chief Executive Officer (CEO), NHF, by way of a statement dated March 3, 2022, advised the DI that Cabinet approved Ms. Lyndsey McDonnough's appointment to the Board in April 2016 and that she tendered her resignation on February 15, 2017. He also stated that she attended her last Board meeting on January 25, 2017 and served as a member of the Board of Management for Ten (10) months.

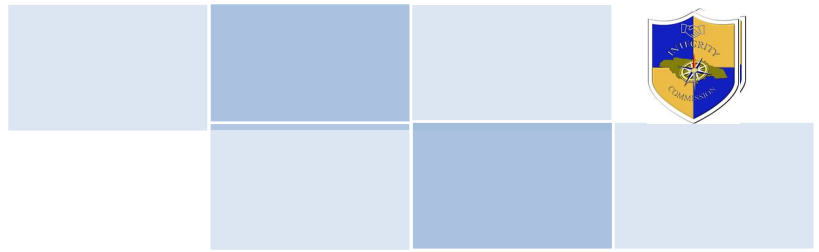
5.8.21 Mr. Anderson, in his statement, also advised the DI of, *inter alia*, the following:

- a. The NHF Board approved a grant for the MoHW/MOH for the Jamaica Moves Programme in February 2017, in the sum of \$15,180,700.00.

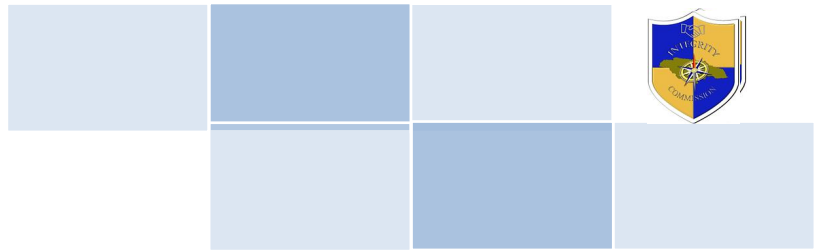
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<sup>64</sup> Ibid para 6a

<sup>65</sup> Ibid para 6b



- b. The NHF Board approved an interim grant to the MoHW/MoH for the Jamaica Moves Programme on October 31, 2018 in the sum of \$4 million for the school aspect of the programme. A further interim grant of \$40 million was approved by the Board of Management on July 24, 2019.
- c. An overall grant sum of \$110 million – inclusive of the two interim approvals was made by the Board on September 24, 2019.
- d. The Finance Committee of the Board supported all grants for Jamaica Moves, which were then approved by the NHF Board of Management. The names of the Board Members who attended the meetings where the approvals were given:
  - February 2017
    - Christopher Zacca - Chairman
    - Everton Anderson - CEO
    - Paul Hanworth - Board Member, Chair of Finance Committee
    - Stephen Sykes - Board Member
    - Dr. Shane Alexis - Board Member
    - Mr. Duke Holness - Board Member
    - Dr. Dana Morris Dixon - Board Member
    - Dr. Tonoya Toyloy - Board Member
- e. Ms. McDonnough was in attendance at the meeting of the Board of Management on January 25, 2017, when the Finance Committee Chairman in his report advised that a proposal from the MoHW for the Jamaica Moves Programme was reviewed by his Committee.

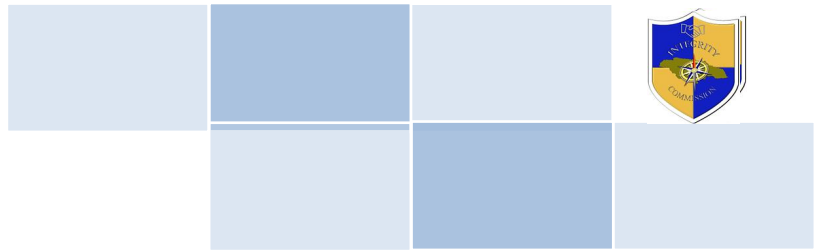


The Board of Management agreed that the MoHW needed to improve the structure of the programme for the Board's consideration of the matter. Mr. Anderson did not recall whether Ms. McDonnough participated in the discussions.

- f. The records do not reflect that Ms. McDonnough was involved in any approvals or reviews of funding in support of contracts which were awarded to Market Me Consulting Limited.
- g. A new submission requesting funding for the Jamaica Moves Programme was presented at the meeting of the Board on February 22, 2017 and the Board then approved that submission.
- h. Ms. McDonnough was not a member of the Board of Management on February 22, 2017 and was not present at that meeting.

5.8.22 Mr. Everton Anderson, in his statement, also advised the DI that the Board of Management was aware of Ms. McDonnough's affiliation with Market Me. Mr. Anderson further stated, *inter alia*, that “... ***I can confirm that no disclosure or declaration was made at a meeting of the Board of Management in relation to her involvement with Jamaica Moves, prior to the award of the grant for Jamaica Moves to the MOHW/MOH***”.

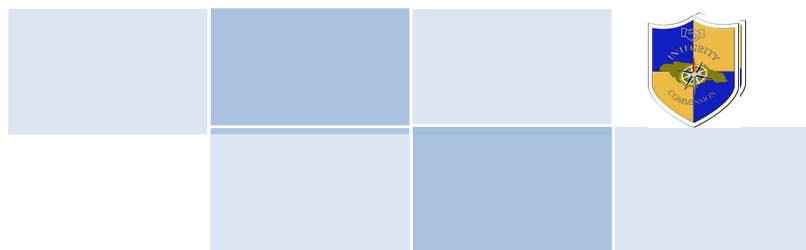
5.8.23 Mr. Anderson also opined in his referenced statement that “a conflict of interest may have arisen if Ms. McDonnough had participated in the



*deliberations and approvals by the Board of Management of the grant of funding to the MOHW/MOH for the Jamaica Moves programme."*<sup>66</sup>

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<sup>66</sup> Statement of Mr. Everton Anderson, CEO NHF, dated March 3, 2022, para 4c.



## Chapter 6 – Conclusions

6.0 This chapter outlines the conclusions drawn by the DI based upon the findings of this investigation.

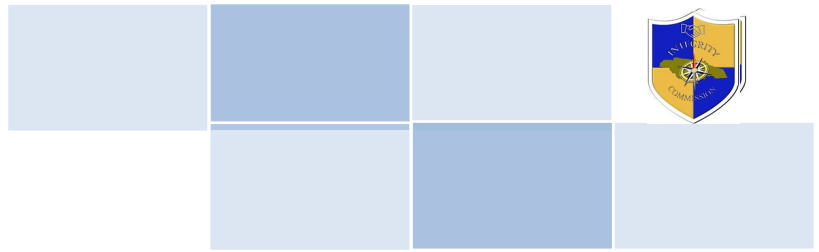
### **Award of Contracts to Market Me**

6.1 The DI concludes that a total of fifteen (15) contracts were awarded to Market Me Consulting Limited, over the period January 2017 to March 2021. The contracts had a cumulative value of \$78,579,522.49. Fourteen (14) contracts were awarded to Market Me Consulting Limited, by the MoHW. The fourteen (14) contracts had a cumulative value of J\$ 73,679,522.49. One (1) contract was awarded to Market Me Consulting Limited, by the National Family Planning Board (NFPB), in the amount of J\$4,900,000.00, by way of the Direct Contracting procurement methodology.

The Direct Contracting procurement methodology was utilized by the MOHW, in the award of all fourteen (14) contracts to Market Me Consulting Limited.

6.2 The DI finds that the utilization of the Direct Contracting procurement methodology by the MoHW to award the following contracts to Market Me Consulting Limited, amounts to a breach of the Ministry of Finance and the Public Service Circular No. 27, dated September 28, 2016:

|   |            |               |                |             |    |
|---|------------|---------------|----------------|-------------|----|
| 1 | 2019-05-01 | Reimbursement | \$1,751,283.77 | Island wide | DC |
| 2 | 2019-05-01 | Reimbursement | \$1,541,399.84 | Island wide | DC |

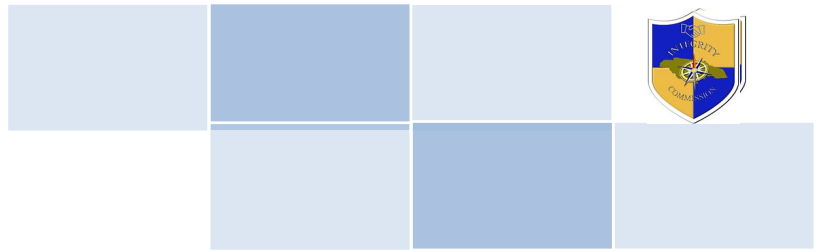


The DI's conclusion is based on the fact that the referenced Circular, amongst other things, stipulates the Procurement Contract Approval Limits and permits the use of the Direct Contracting procurement methodology for contracts up to a contract value of J\$1,500,000.00. Both contracts exceeded this value.

- 6.3 The DI concludes that the three (3) instances in which the MoHW described the services rendered, in the award of contract, as being “reimbursement” to Market Me Consulting Limited, were inappropriate. The DI's conclusion is proffered, notwithstanding the explanation provided by Permanent Secretary Dunstan Bryan, that the contract awards were so classified on the basis that the company made purchases on behalf of the Ministry for the Jamaica Moves Campaign and thereby required reimbursement.

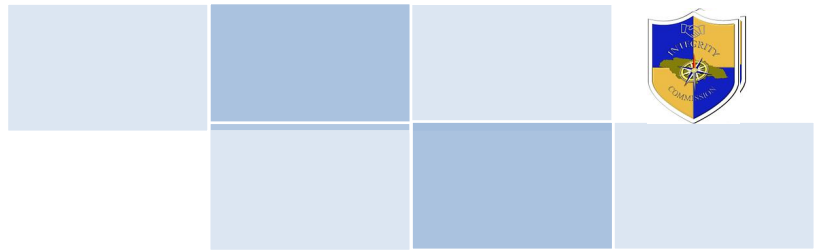
The DI further concludes that the aforementioned justification demonstrates poor and ineffective procurement planning, on the part of the MoHW, in determining the goods and services needed by the Ministry and thereby ensuring compliance with the GOJ procurement guidelines. This method of acquiring goods or services effectively circumvented established procurement procedures and is wholly inappropriate.

Due consideration was given to the post investigation submissions made by Mr. Bryan and Ms. McDonnough (these fulsome submissions are appended to this report).



6.4 The DI concludes that the apparent award of six (6) “contracts” (as recorded on the MOHW’s QCA submissions) on the same date (“2019-05-01”), was irregular and contrary to the principle of competition, especially considering the nature of the services said to have been provided by Market Me and which were all connected to the Jamaica Moves Campaign. In point of fact, the “contracts” were described as related to “Agency Management Public Relations” and “Reimbursement”. The DI further concludes that the explanation provided by Permanent Secretary Dunstan Bryan, that the *“purchase orders were all generated on the same date for all activities that were conducted over a period of time and the invoices submitted to the Ministry at the same time [and that] these activities were done by the firm after the original contract had expired and ... The Ministry needed to maintain the presence of the Jamaica Moves activities ...”* does not adequately justify this irregularity. An important consideration here is that the services/goods were all rendered/supplied within a fairly short timeframe and by the same entity (Market Me) under the same programme. In the round, effective scoping and procurement planning aside, a framework agreement or a formal extension of contract would have been a more appropriate approach in the circumstances.

Further, the award of six (6) separate “contracts” on the same date to the same entity, in relation to the same/connected activity/programme could, without more, be construed as an attempt to splinter the contract. This conclusion is premised upon the fact that if a single contract had been



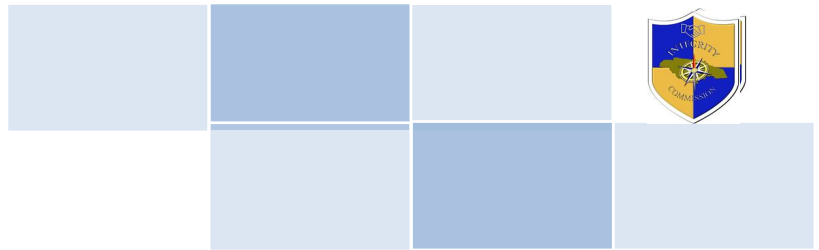
awarded, the cumulative value would have exceeded the J\$1,500,000.00 threshold for which the utilisation of the Direct Contracting procurement methodology would have been appropriate. Exceeding that threshold would have necessitated the utilisation of a competitive procurement methodology. For example, the Limited Tender procurement methodology, which would require the MoHW to award the contract to one of three bidders. Leaving the door open to such a perception (contract splintering) can only serve to erode confidence in the procurement process and should be avoided.

Having regard to the foregoing conclusion, due consideration was given to Permanent Secretary Bryan's post investigation submissions dated July 14, 2025 (see appendix 1)

### **Unsolicited Proposal**

- 6.5 The DI concludes that the circumstances which gave rise to the award of contract, in the amount of J\$15,810,700.00, to Market Me Consulting Limited were based upon an Unsolicited Proposal which was presented to the Ministry of Health and Wellness (MoHW) on July 12, 2016, by Market Me, for the implementation of a social marketing campaign to fund the Jamaica Moves Programme as a component of the National Non-communicable Disease Strategic Action Plan.

Further, given the representations made by Mrs. Stephanie Shaw Smith that her assessment of the proposal indicated certain deficiencies which made

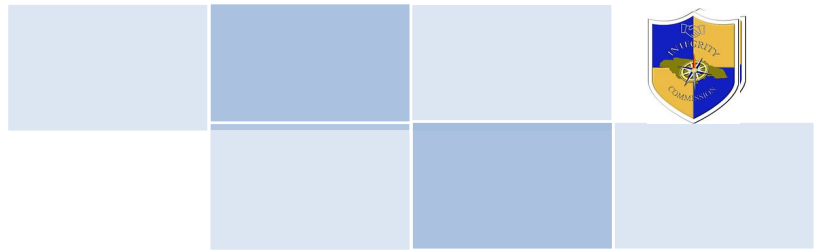


it unacceptable, the DI considers the absence of documentation to expressly convey the basis upon which the MoHW took the decision to enter into a contract with Market Me, on the basis of the receipt of an Unsolicited Proposal, a serious irregularity.

Likewise, the fact that feedback was provided to one of the Principal of Market Me as to the nature of deficiencies identified poses a serious concern. The rules around the treatment of unsolicited proposals clearly stipulate that they should be uninfluenced by the entity(ies) to which they are submitted. Providing feedback to Market Me in respect of the deficiencies identified is in direct contravention of the applicable rules and provided Market Me with an unfair advantage.

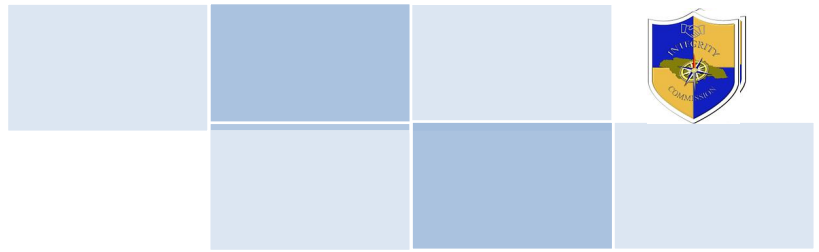
The DI's concerns are further compounded by the representations contained in the statement of Mrs. Shaw Smith that *"a similar physical activity campaign ...was being done on behalf of the MOH by OGM Integrated Communications at the time called "Make it Count".* As has been established above, under the procurement rules ***"an unsolicited proposal may be considered by a Procuring Entity if it:***

- a) demonstrates a unique and innovative concept, or demonstrates a unique capability of the contractor;***
- b) offers a concept or service not otherwise available to the Government; and***
- c) does not resemble the substance of a recent, current or pending Competitive Tender."***



The existence of a similar campaign would, therefore, automatically disqualify the proposal from consideration by MoHW as an Unsolicited Proposal. In these circumstances, the MoHW should have engaged in a competitive bidding process upon receiving the proposal from Market Me or simply disregard it.

- 6.6 The DI concludes that the circumstances surrounding the Ministry's acceptance of the Unsolicited Proposal, made by Market Me Consulting Limited, lacked transparency and financial prudence (which would have been brought about by engaging a competitive process) as there is no evidence made available by the MoHW, and reviewed by the DI, that indicates that a due diligence process, which assessed the proposal against the provisions contained in **section 1.2** of the **GPPH**, was undertaken by the Ministry in relation to the Unsolicited Proposal received from Market Me.
- 6.7 In respect of the provisions of **section 1.2.1** of the **GPPH** which outlines the options available to a procuring entity upon the receipt of an Unsolicited Proposal, and which require the procuring entity to assess the merits of the proposal to identify whether the proposal offers a new concept, technology or something of an otherwise unique nature; the DI has seen no evidence to indicate that such a test was performed by the Ministry in its consideration of the proposal submitted by Market Me.



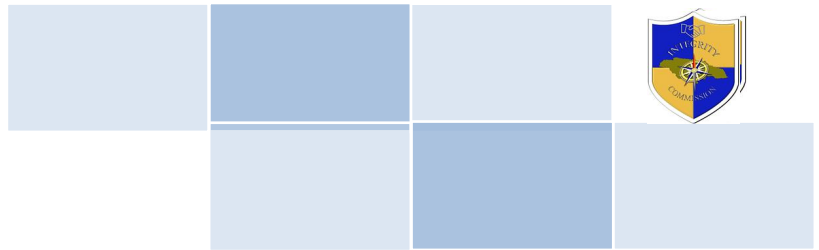
The DI concludes that in the absence of a test by the Ministry to determine, amongst other things, the merits of the referenced proposal, the Ministry's handling of the proposal and subsequent award of contract remains questionable. In this regard, the DI concludes that the MoHW breached the provisions of **section 1.2** of the **GPPH** by its failure to apply the mentioned test.

- 6.8 Connectedly, DI finds that the National Contracts Commission's (NCC's) "*approval of an award*" to Market Me Consulting Limited, without the benefit of having certain knowledge that the subject Unsolicited Proposal satisfied the aforementioned test, was at best premature and imprudent.

The DI's conclusion is premised on the fact that there is no evidence to support a finding that the NCC, reviewed documentation regarding the Unsolicited Proposal, which confirmed that the requirements of **section 1.2** of the **GPPH** were satisfied. Due consideration was given to Mr. Bryan's post investigation submissions concerning this issue (see appendix 1).

#### **Breaches of the Contractor General Act and the Integrity Commission Act**

- 6.9 The DI concludes that there is no evidence to indicate that the MoHW reported the award of contracts in the amounts of J\$15,810,700.00 and J\$38,931,820.00, for the Standard form Consultant's Services Contract and the Development and Implementation of a Social Marketing Campaign to support the Jamaica Moves Programme, via the Quarterly Contract Award (QCA) Consolidated Report database in 2017 and 2019 respectively.



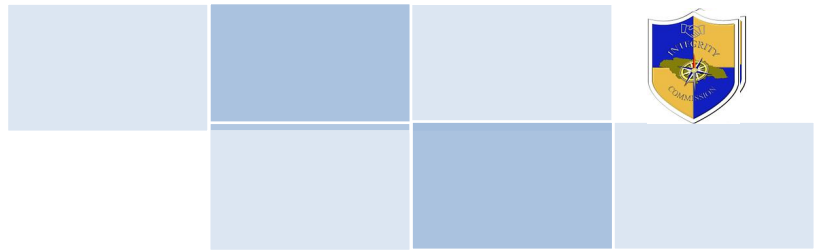
Having regard to the MOHW's demonstrated compliance (up to that point) with the requirement to submit QCA reports, the DI further concludes that the entity was aware of its obligation to report information regarding the award of contracts above the value threshold of J\$500,000.00.

- 6.10 Having regard to the foregoing, the DI concludes that the then Accounting and Accountable Officers of the MoHW failed to discharge their obligations under **sections 29(a) and (b) (ii)** of the then applicable **Contractor-General Act**, as a result of their omission of the aforementioned information from the QCA Reports to the OCG, advising of the award of the subject contracts to Market Me in 2017. **Section 51(1)** of the **Integrity Commission Act** is the applicable provision in respect of the 2019 contract.

Notwithstanding the foregoing, there are certain evidentiary gaps (of a technical nature) which would militate against a referral to the Director of Corruption Prosecution at this time. More particularly, the requisition apparently issued by the Office of the Contractor General to Heads of Ministries, Departments and Agencies requiring the submission of details of contracts, issued by said entities on a quarterly basis to that office, and the necessary proof of service are not available to the DI.

### **Conflict of Interest**

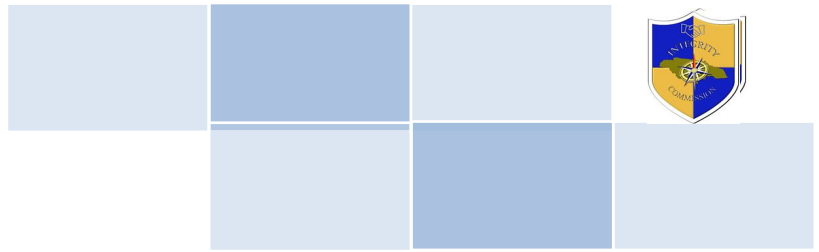
- 6.11 The DI has seen no evidence to indicate that Dr. the Hon Christopher Tufton, was directly involved in the award of contract to Market Me in the amount of \$15,810,700.00. Based on the representations of Dr. Kevin Harvey and



Minister Tufton's own account, the extent of the involvement of Dr. Tufton was the introduction of the mentioned company and its 'proposal' to officers at the MOHW.

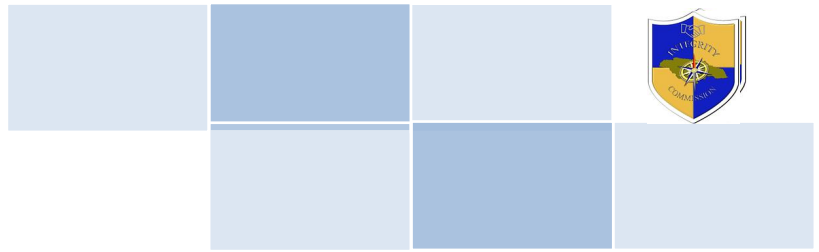
Notwithstanding the foregoing, the DI finds that Minister Tufton's actions could reasonably be considered to have indirectly influenced the engagement of Market Me which ultimately resulted in that entity being awarded contracts of just under \$80,000,000.00. In arriving at this position, the DI considered the following:

- a) Market Me's 'Unsolicited Proposal' was discussed with Dr. Tufton by its Principal, Ms. McDonnough with whom Dr. Tufton indicated he had a friendship prior to his appointment as Minister of Health and Wellness;
- b) Dr. Tufton introduced Market Me (Ms. McDonnough) and its concept to his staff at the MoHW indicating that Market Me (Ms. McDonnough) should *"be involved in all PR matters related to the HMH [Honourable Minister of Health]"*;
- c) Dr. Tufton seemed, based on the evidence, to have been integrally involved in a number of meetings (according to Mrs. Shaw Smith, at least one of which was held on the weekend at the offices of Market Me) with Market Me convened to discuss Jamaica Moves;
- d) Dr. Tufton's own admission that , ***"...the Proposal appeared to fit in with my [his] view on lifestyle and wellness issues and this would have been perceived by the Ministry staff involved in the process."***



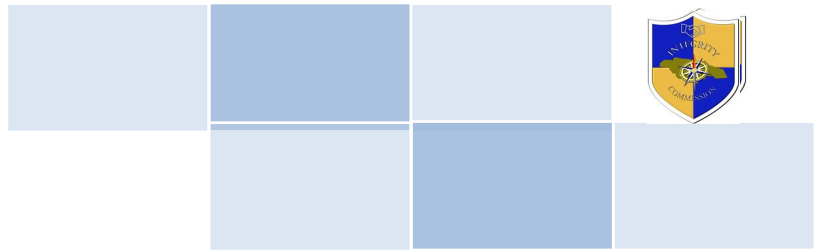
**I however gave no directions, instructions or recommendations concerning the treatment of the said Proposal but I was entitled, as Minister, to express my views on policy issues and the officers would no doubt have taken into account that fact when treating with the proposal;**

- e) though the evidence does not suggest that Dr. Tufton directly gave instructions to engage Market Me as a consultant, it is clear based on the evidence of Permanent Secretary Dr. Harvey, that he gave directives (to his Permanent Secretary) to hold discussions with Market Me around its proposal. Dr. Harvey's evidence is that *"The Company Market Me was brought to my attention by the HMH [Honourable Minister of Health], Dr. Tufton on his arrival at the MOH in March 2016. He asked that they be involved with all PR matters related to the office of the HMH. He later asked that we receive and consider a presentation from the company during one of his regular senior management briefings."* could, to the mind of the reasonable and detached observer, be construed as an indirect instruction to engage the entity by way of contract(s); and
- f) it is well within the remit of the Minister to determine, *inter alia*, the policies of the Ministry. The policy direction will of necessity directly influence the nature of programs and the timing of their implementation, and the types of goods, works and services procured.



In the round, the DI concludes that there is evidence to support a finding that the actions of Dr. the Hon. Christopher Tufton gave rise to, at its lowest, a perceived conflict of interest and thereby contravened the principles of transparency and good governance. In this regard, Dr. Tufton in his capacity as Minister of Health and Wellness and by extension a public official in the execution of his public function, appeared to have advanced a private interest which resulted in a monetary benefit to Market Me Consulting Limited of which Ms. Lyndsey McDonnough is a Co-Managing Director and an individual with whom, at the material time, he had a friendship.

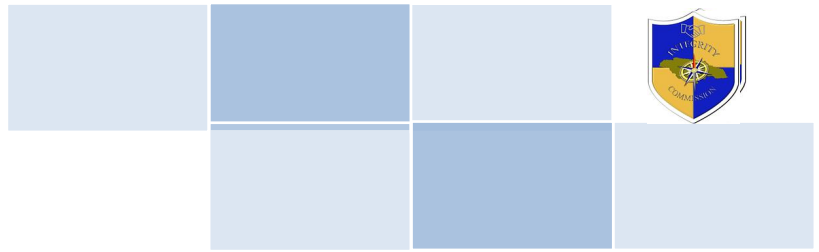
- 6.12 Having regard to Ms. Lyndsey McDonnough's presence at a meeting of the Board of the National Health Fund (NHF) on January 25, 2017 wherein a proposal from MOHW concerning the Jamaica Moves Programme was discussed and feedback given as to the need to improve the structure of the programme, the DI finds her presence in the meeting to be inappropriate and irregular. The DI duly considered the explanations given, that Ms. McDonnough did not contribute to the discussion, the subject matter was not on the agenda and that Ms. McDonnough subsequently left the Board. This however, does not justify the fact that she was present in a meeting where valuable information was being provided about a programme in which she had a financial interest. Ms. McDonnough's presence at the meeting was wholly inappropriate and irregular.



6.13 The DI finds that neither Dr. Tufton nor Ms. McDonnough made formal declarations of conflict as required under the rules governing conflict of interest and broader governance best practice. Whilst others may have known of the connection between the parties (Dr. Tufton and Ms. McDonnough and/or Ms. McDonnough and Market Me), they (Dr. Tufton and Ms. McDonnough) both had a responsibility to have made formal declarations of conflict at the appropriate times and recuse themselves from any involvement which could be deemed or perceived to be a conflict of interest.

The demonstrated involvement by Dr. Tufton in meetings concerning Market Me's proposal and Ms. McDonnough's presence in a Board meeting which considered a proposal relating to Market Me (however this occurred) are antithetical to good governance, and the principles of accountability and transparency.

Due consideration was given to the pronouncements of Mr. Everton Anderson and Ms. McDonnough in this regard. Mr. Everton Anderson, when asked whether Ms. McDonnough had made a disclosure to the NHF concerning her connection with Jamaica Moves indicated, "... ***I can confirm that no disclosure or declaration was made at a meeting of the Board of Management in relation to her involvement with Jamaica Moves, prior to the award of the grant for Jamaica Moves to the MOHW/MOH***".



On the contrary Ms. McDonnough indicated that she had disclosed her affiliation with the entity Market Me, she stated, *inter alia*, that “Full disclosure was made to the following individuals about my affiliation with Market Me Consulting Limited:

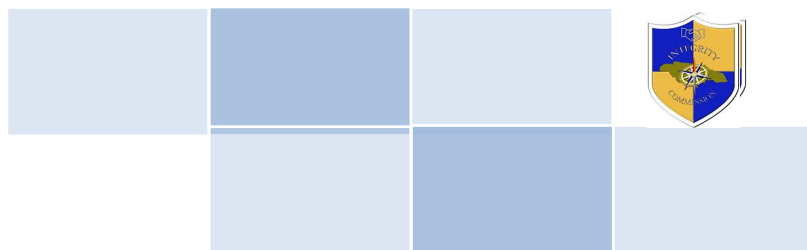
- vii. Christopher Zacca
- viii. Steven Sykes
- ix. David Lowe
- x. Shane Alexis
- xi. Brian George( Deceased)
- xii. Everton Anderson”<sup>67</sup>

She also indicated that she did not “...have the benefit of knowledge of the exact date of the disclosure, however, all named individuals had knowledge by way of prior engagement, personal, business or otherwise, and as such, is unlikely to claim they were unaware of my affiliation with Market Me and my position as a Marketing Consultant”.

Having regard to the foregoing conclusion, due consideration was given to Dr. the Hon. Christopher Tufton's and Ms. McDonnough's post investigation submissions dated July 18, 2025 and July 21, 2025 (see appendices 2 and 3, respectively),

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<sup>67</sup> Ibid para 6a



## Chapter 7 - Recommendations and Anti-Corruption Initiatives

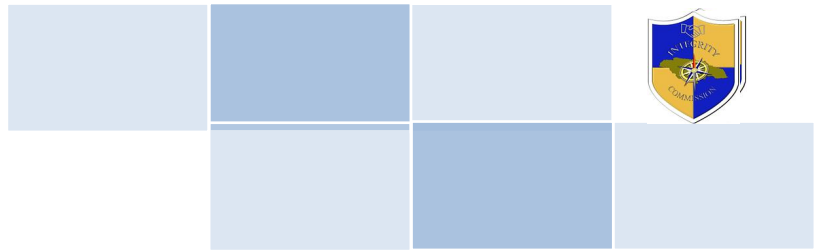
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- 7.0 Having regard to the findings made herein, the DI recommends to the Commission that copies of this report be referred to the public officials and/or parliamentarians identified below in accordance with **section 54 (3) (a) (i) and (ii)** of *the Integrity Commission Act* for appropriate action.

### **The Permanent Secretary, Ministry of Health and Wellness**

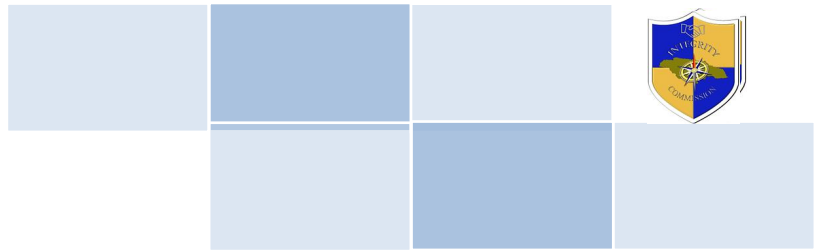
- 7.1 The DI recommends that the MoHW refrain from the improper use of the Direct Contracting procurement methodology and ensure that this methodology is utilised only within the parameters of the **Public Procurement Act** and the attendant Regulations, Guidelines and Circulars.
- 7.2 The DI recommends that the MoHW ensure that at all times, it has in place a comprehensive procurement plan which facilitates value for money, prudent financial management and allows the entity to plan more effectively, in the procurement of goods, works and services, whilst adhering to international best practices and applicable laws and procurement guidelines.

It is further recommended that the Ministry ensure the execution of proper procurement planning as a critical and important first step in the procurement cycle to avoid, *inter alia*, the occurrence of engaging in the *ad hoc* acquisition of goods and services, as well as, eliminating the need



to reimburse a contractor for expenditure incurred during contract implementation and between contracts.

- 7.3 The DI recommends that the respective Public Officers at the MoHW, who are charged with the responsibility of administering the award of government contracts, become familiarized with and strictly adhere to the provisions of the **Public Procurement Act and Regulations**, the **Integrity Commission Act**, and the **Government of Jamaica Handbook of Public Sector Procurement Procedures** (insofar as it remains relevant). In an effort to ascertain value for money in public sector procurement, the DI urges the MoHW to employ best practice which will enable the Ministry to obtain the maximum benefits from goods, works and services acquired with available resources.
- 7.4 In respect of the award of six (6) “contracts” on the same date to the entity Market Me, the DI recommends that the Ministry desist from engaging in actions that may give the appearance of contract splintering which is often done to specifically avoid the requirements for competition or approval. The MoHW is reminded that competition and equity are key principles of public procurement as advanced by, *inter alia*, the **Public Procurement Act** and **GOJ Public Sector Procurement Policy**, and should be at the centre of all procurement undertakings.
- 7.5 The DI recommends that the MoHW excise from its procurement practices, the award of GOJ contracts based upon the receipt of Unsolicited



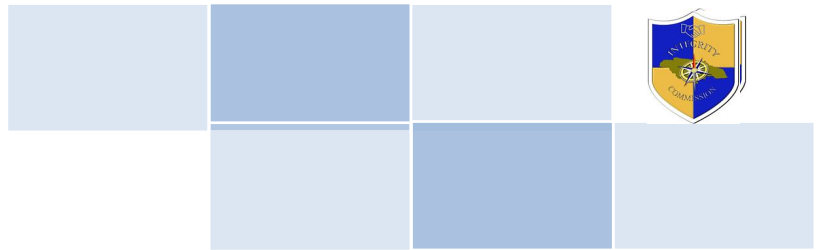
Proposals, without administering the requisite due diligence. The DI is of the view that the Unsolicited Proposal mechanism is a corruption enabling facility, that if left unchecked may undermine the integrity and/or credibility of the contract award process.

In the alternative, and where an Unsolicited Proposal is accepted, the DI recommends that the Procuring Entity administer the test laid out in **section 1.2** of the **GPPH (2014)**. More particularly, the referenced test stipulates that, ***“an unsolicited proposal may be considered by a Procuring Entity if it:***

- a) demonstrates a unique and innovative concept, or demonstrates a unique capability of the contractor;***
- b) offers a concept or service not otherwise available to the Government; and***
- c) does not resemble the substance of a recent, current or pending Competitive Tender.”***

In circumstances where the proposal does not satisfy this test, the procuring entity is advised to undertake a competitive bidding process.

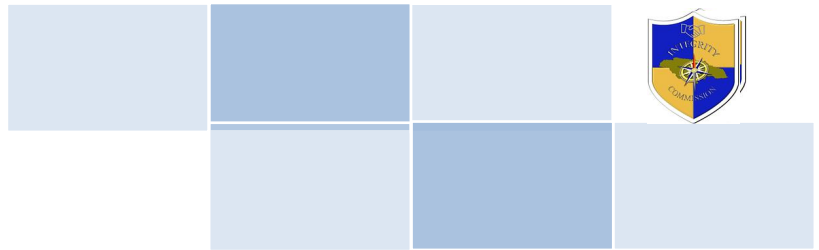
7.6 Having regard to the ambiguous nature of the goods apparently purchased on MoHW's behalf by Market Me and the reimbursements made therefor, the DI recommends that this report be referred to the Permanent Secretary for a determination to be made as to whether the government has suffered any loss, and if so, to cause such loss to be appropriately recovered. It may be necessary to conduct an audit to



determine the particulars around the items that the “**...company was asked to purchase ... on behalf of Ministry of Health**”, the quantities, specifications, unit costs and whether they were delivered to the MoHW. This information is important in determining whether the payments made were justifiable.

### **Honourable Speaker of the House of Representatives**

- 7.7 Having regard to the conflict of interest concerns around Dr. Tufon's introduction of Market Me and his friendship with its Co-Director, Ms. McDonnough, and his subsequent involvement in discussions from which he ought properly to have been recused, the DI recommends that this matter be referred to the Honourable Speaker of the House of Representatives.



## Post Investigation Actions

As part of the Commission's policy to share the findings and recommendations of the DI with persons in respect of whom adverse findings are made during the course of an investigation, save for matters referred to the Director of Corruption Prosecution, the DI invited the following persons to a meeting with whom the findings and recommendations made herein were shared:

- (a) Dr. the Honourable Christopher Tufton – Minister of Health and Wellness;
- (b) Mr. Dunstan Bryan, CD – Permanent Secretary, MoHW;
- (c) Mr. Errol Greene, OD, JP – Permanent Secretary, MoHW; and
- (d) Ms. Lyndsey McDonnough – Co-Managing Director, Market Me Consulting Limited.

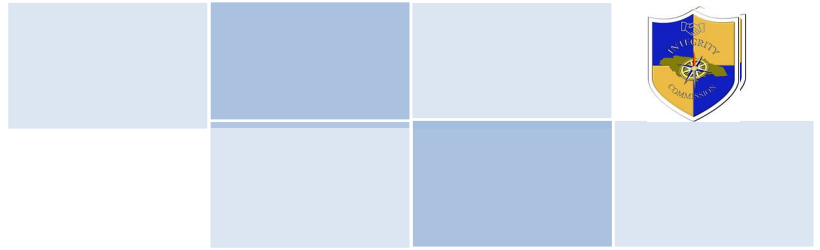
The aforementioned individuals were given an opportunity to respond to the DI's findings orally and/or in writing. The written responses received are appended to this report.

A handwritten signature in blue ink, appearing to read 'K. Stephenson', written over a horizontal line.

Kevon A. Stephenson, J.P  
Director of Investigation

July 21, 2025

Date



# Appendices



# MINISTRY OF HEALTH & WELLNESS

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Tel: (876) 633-7400/7433/7771/8172/8174  
Website: [www.moh.gov.jm](http://www.moh.gov.jm)

ANY REPLY OR SUBSEQUENT REFERENCE  
SHOULD BE ADDRESSED TO THE PERMANENT  
SECRETARY AND THE FOLLOWING REFERENCE  
QUOTED:

**REF NO:**

**July 14, 2025**

Mr Keron Stephenson  
Director of Investigations  
The Integrity Commission  
The First Floor PIOJ Building  
16 Oxford Road  
Kingston

Dear Sirs,

Referencing is made to your letter dated July 1, 2025, regarding your invitation to a meeting to discuss the Integrity Commission's (IC) Report on "Allegation of Procurement Irregularities and Conflict of Interest in the ward of contract to Market Me Consulting Limited by the Ministry of Health and Wellness" and our subsequent meeting of July 10, 2025, regarding the said matter.

Firstly, let me thank the IC for the opportunity to share in the findings of the report before they are submitted to Parliament and made public. I found the engagement with the investigators to be cordial, and I appreciated the opportunities for active listening in the room.

Although I am aware that the session was taped and there were notes taken; given that I was invited to submit comments I thought it prudent to also provide them written.

For context, it is to be noted that the report findings were read to me, verbatim, however, I was not permitted to tape the discussions, so these reflections are based on my recollection. Additionally, only the sections of findings related to me was read to me.

Let me also reiterate my statement in the meeting to the IC that I have no objection to the investigation and believe that there can be substantial benefits to the process. However, given the

personal implications and the reputational risks associated with reports of this nature there is a need for the report to be fair, balanced, transparent and logical in the arrival of findings.

Please note the following points that I wish to raise for your consideration:

**Point 1: Market Me was not contracted as a Public Relations Firm**

The first point of clarity for the discussions was the intimation in the IC report that the firm “Market Me” was contracted by the Ministry for Public Relation (PR) services. To the best of my knowledge, this is incorrect. As defined, PR is “the professional maintenance of a favourable public image by a company or other organization or a famous person”. Given that this is a specific discipline with a clear definition and public understanding I suggest that the IC review its use of this terminology. Based on the existing Terms of References on record for the contracts that were let, a more suitable terminology would be “Behaviour Change Communication (Social Marketing) intervention related to the ‘Jamaica Moves’ Campaign”.

**Point 2: QCA Report Description of contracts as “Reimbursement” is an error.**

The second point of clarification from the report read to me and based on my recollection of what was read to me, relates to the finding that there were “contracts” let with the nomenclature “reimbursement”. The evidence of this being the Quarterly Contract Awards (QCA) Reports provided by the Ministry of Health and Wellness.

This supposition in the IC Report that the “reimbursements” mentioned in the QCA Reports are contracts may need reconsideration. This is because a reimbursement is a method of payment under the FAA Act. By definition, a reimbursement is “a financial transaction that involves repaying someone for expenses they have incurred on behalf of another party.” Given this definition, a contract cannot be defined or described as a “reimbursement” as this is a method of payment/settlement of the contract and not the contract itself.

My sense is that there could have been an error made by the Ministry in the nomenclature provided in the QCA Report which described that the nature of the contact services as “reimbursement”. In fact, each of the payments were made via Purchase Orders and the description of the service, goods or works that was being purchased should have been captured in the supporting documents to the purchase orders. Given this error, I suggest that the IC not equate the Purchase Order (contract) description in the QCA Report as the contract but should interrogate the supporting documents to the purchase order to determine the correct description of the nature and substance of the contract for the goods, works or services that were being procured and paid for by the reimbursement/settlement arrangement.

**Point 3: Aggregating “Reimbursement” as contracts and then evaluating this as “splintering” may need further assessment.**

Based on my recollection, the IC report, based on the said QCA Report description of a contract as “reimbursement”, then found that there was splintering in the award of contracts to Market Me. Under Section 25G(a)(i)(ii), (b) of the Procurement Act 2018, splintering is prohibited. The IC based this assessment on the accumulated payment of several invoices (approximately 5 or more) with like description. However, it is to be noted some of these purchase orders (contracts) were for “reimbursement” of funds already spent by the firm and were commitments, already agreed one year before and that were then due and payable.

It is to be further noted that a reading of the mentioned procurement legislation would indicate that an assessment of splintering is done at the initial stages of the procurement process and not at the point of settlement/payment. Accordingly, I suggest that in order to be logical in the assessment of this process and in the arrival of the findings, an examination of the initial formulation of the contract should be done to determine why the Ministry allowed Marekt Me to advance payment for the procurement of items related to the Campaign in the first place. It is to be reiterated that careful examination of each of the purchase orders and the supporting documents would show that some of the initial agreement for the provision of services were made over 1 year before the invoices were presented for reimbursement for monies already expended.

Additionally, the fact that the invoices were presented at the same time for settlement should not be one of the supporting premises on which a finding of splintering is made as the items on each request for reimbursement were various and varied and would therefore not meet the definitional threshold for splintering in the mentioned Act.

**Point 4: The invalidation of direct contracting process of the unsolicited proposal needs to be assessed for fairness.**

This point of clarity related to the finding that the use of unsolicited proposal process to award the first direct contract to Market Me in 2016/17 was inappropriate (my word). The use of unsolicited proposal is permitted in HANDBOOK OF PUBLIC SECTOR PROCUREMENT PROCEDURES Volume 2 Section 1.2 outlines the procedures for Unsolicited Proposals under the procurement rules. Under Section 1.2.1 of the said document the following are defined as methods of assessing these proposals:

- (a) to elect not to consider it and, therefore, to return it immediately.
- (b) to engage the Competitive Bidding process by means of a price test; or
- (c) to enter into the direct negotiation with the proponent.

Given these options, I am unsure that the IC can, by way of an assessment of an individual technical officer, assert that the process was not appropriate. It is to be noted that this responsibility is given to the Accounting Officer or Head of Procuring Entity (very often one in the same person) for the execution of the functions of procurement and public financial management in general and they have the onus of determining the adequacy of a process before the finalisation of a contract. This is supported by the FAA Act which states that the "accounting officer" means any person

designated as such by the Minister pursuant to Section 16 of the Act and charged with the duty of accounting for expenditure on any service in respect of which moneys have been appropriated under this Act or under any other enactment; as designated by the Minister of Finance. Section 20 of the Public Procurement Act also assigns responsibility for to the head of entity who “shall have overall responsibility for the conduct of all [procurement] processes”.

Given these responsibilities, the accounting officer who signed the contract on behalf of the Government of Jamaica would need to proffer a rationale for the award based on the process defined in the mentioned guidelines. Given that no indication was given to me that such as statement was garnered by the IC; I suggest that the officer at the time be allowed to state their position and provide their own thinking and rationale for the contract award. I also suggest that to be fair to the process and to the officer, the invalidation of their decision as the person authorised in law should not be done on the basis of a statement of a subordinate officer not so authorised.

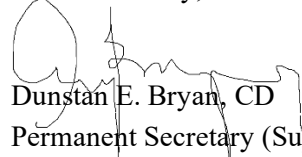
**Point 5: The invalidation of the decision to award the second contract needs further clarity.**

This additional validation procedure is important given the subsidiary finding of the report where, as read to me, the award of the second contract by me and as supported by the NCC, by direct contracting was also not appropriate. It is to be noted that the second contract was awarded based on Section 25 (b) (standardisation and/or need of compatibility) of the procurement rules.

Given the fact that the second award was based on the first; I as the accounting officer at the time as well as the NCC relied on the veracity of the first award which was found, contemporaneously, to be good and proper. I am therefore uncertain that the now retroactive “disqualification” of the first contract by the IC (if indeed it can be so deemed to be disqualified) would represent an adverse finding by the IC on the part of the NCC or myself. As based on the records, the Ministry used Section 1.2.1 (c) of the Procurement guidelines to award the first contract to Market Me and, at that time, the Ministry was satisfied that the proposal represented value for money as evidenced by the signed agreement in 2017.

Based on these comments I ask that a further review of the report be made before its presentation to the Parliament and to the public.

Yours sincerely,



Dunstan E. Bryan, CD  
Permanent Secretary (Supernumerary)

18<sup>th</sup> July 2025

Director of Investigations  
The Integrity Commission  
1<sup>st</sup> Floor PIOJ Building  
Oxford Road  
Kingston

**Attention Mr. Kevon Stephenson**

**Re: Allegation of Procurement Irregularities and Conflict of Interest in the ward of contract to Market Me Consulting Limited by the Ministry of Health and Wellness**

Reference is made to the captioned matter and the meeting on July 10, 2025, concerning the said matter. Dr. Christopher Tufton and the writer were in attendance, and we thank you for facilitating the said meeting, which was cordial and productive.

Based on the findings in the draft report as read to us at the meeting and in a subsequent teleconference earlier today with our Ms. Shania Parks in which excerpts of the said report were also read, we wish to make few comments for your consideration

The draft report stated that there was no evidence to indicate that Dr. Tufton was directly involved in the awards of contracts to Market Me Consulting Limited. Having stated that, the report also asserted that Dr. Tufton could reasonably be considered to have influenced the engagement of Market Me Consulting Limited, which was awarded the contract. It is our view that these statements are inconsistent.

Firstly, having found that Dr. Tufton was not directly involved in the award of contracts which would include the legal and administrative procedures leading to the said award, it is unreasonable to infer that Dr. Tufton could be considered to have influenced the engagement of Market Me Consulting Limited which was awarded the contract.

Secondly, Dr. Tufton stated that he attended a few meetings with the representatives of the Ministry and representatives of Market Me Consulting Limited for the sole purpose of ensuring that there was a full understanding and appreciation of the policies



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that he wished to pursue in the areas of wellness. His purpose at the meetings was not to direct any process that would have led to the award of the contract and there is no evidence that he tried to influence the procurement process.

We hope that these matters are considered when the report is finalized and you will advise us of the wording of the final draft response to be sent to Parliament

Yours sincerely,

**NUNES SCHOLEFIELD DELEON & CO**

**PER:** *Patrick Foster*  
**PATRICK W. FOSTER, K.C.**

**PWF/jw**

**Cc: Ms. Shania Parkes**



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July 21, 2025

Integrity Commission  
4th floor 63-67 Knutsford Blvd  
Kingston 5

**Attention: Mr. Kevon Stephenson and/or Ms. Shania Parkes**

Dear Sirs,

**Re: Allegations of Procedural Irregularities and Conflict of Interest in the Award of Contracts to Market Me Consulting Limited by the Ministry of Health and Wellness**

Reference is made to the captioned and our meeting dated July 10, 2025, at which it was indicated that we were permitted to provide a response to the report of the Commission.

Our client's instructions are that in response to the Six (6) contracts dated May 1, 2019, Market Me was previously engaged for services across several different matters prior to the date of the formal contracts. The parties would have subsequently met and reduced the terms of engagement into several different written contracts, which were executed on the same date as a matter of convenience, and not in an effort to splinter one contract so as to subvert the threshold.

Further, in response to Ms. McDonnough's presence at the first board meeting of the National Health Fund at all points in time, Ms. McDonnough's affiliation with Market Me was known to the members of the board. This was evidenced through the following:

- i. Her email address, i.e., "lyndsey@marketmeja.com" was circulated to all board members;
- ii. Her Market Me email signature which describes her as being the "Co-Managing Director".
- iii. At the first meeting during the introductory segment, she identified herself as being in association with Market Me;
- iv. Market Me would have rendered services to organizations associated with multiple fellow board members, for which the said board members would have been the point of contact for the said organizations;
- v. She often wore "Market Me" branded merchandise.

As such, at no point in time did Ms. McDonnough try to conceal her association with the brand, but instead illuminated that fact in several ways.

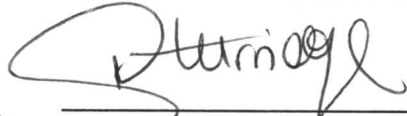
Our client has provided the following, which are enclosed herewith:

- i. Email dated April 26, 2016, from Hillary Hutchinson of the National Health Fund with attachment evidencing the circulation of Ms. McDonnough's email to all members of the board;
- ii. Spend Breakdown Spreadsheets for the three (3) sets of reimbursables totaling the sums of One Million Seven Hundred and Fifty One Thousand Two Hundred and Eighty Three Dollars and Seventy Seven Cents (\$1,751,283.77), One Million Five Hundred and Forty One Thousand Three Hundred and Ninety Nine Dollars and Eighty Four Cents (\$1,541,399.84) and One Million For Hundred and Ninety Nine Thousand Eight Hundred and Fifty Six Dollars and Seventy Cents (\$1,499,856.70), respectively.

Kindly sign the attached copy letter in acknowledgement of safe receipt of this correspondence and the enclosures herein.

**Yours faithfully**

**Beecher-Bravo Hanson & Associates**



**Per: K. STURRIDGE (MS.)**

*cc. client*

1 attachment (29 KB)

Board Member Contracts 2016.doc

----- Forwarded message -----

From: **Hillary Hutchinson** <[hhutchinson@nhf.org.jm](mailto:hhutchinson@nhf.org.jm)>

Date: Tue, 26 Apr 2016 at 11:04

Subject: RE: NHF Board Members Contact Info 2016 updated

To: Christopher Zacca <[chriszacca@gmail.com](mailto:chriszacca@gmail.com)>, <[brian.george@svlotteries.com](mailto:brian.george@svlotteries.com)>, Paul Hanworth <[paulhanworth@panjam.com](mailto:paulhanworth@panjam.com)>, David Lowe <[dlowe@cpj.com](mailto:dlowe@cpj.com)>, Stephen Sykes <[s.sykes@natbake.com](mailto:s.sykes@natbake.com)>, Dr. Shane Alexis <[sanlexis@hotmail.com](mailto:sanlexis@hotmail.com)>, Cecile Watson <[acecilewatson@gmail.com](mailto:acecilewatson@gmail.com)>, Lyndsey McDonnough <[lyndsey@marketmeja.com](mailto:lyndsey@marketmeja.com)>, Everton W. Anderson <[eanderson@nhf.org.jm](mailto:eanderson@nhf.org.jm)>

Mr. Christopher Zacca

**Chairman**

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9247448 (Fax)

Email: [chriszacca@gmail.com](mailto:chriszacca@gmail.com)

Mr. Brian George

**Deputy Chairman**

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Email: [acecilewatson@gmail.com](mailto:acecilewatson@gmail.com)

Dr David Lowe

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Email: [dlowe@cpj.com](mailto:dlowe@cpj.com)

Dr. Shane Alexis

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(876) 371-2757 (Cell)

Email: [sanlexis@hotmail.com](mailto:sanlexis@hotmail.com)

Mr. Paul Hanworth

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(876) 383-6739 (Cell)

Email: [paulhanworth@gmail.com](mailto:paulhanworth@gmail.com)

Mr. Steven Sykes

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(876) 383-7956 (Cell)

Email: [s.sykes@natbake.com](mailto:s.sykes@natbake.com)

Ms. Lyndsey McDonnough

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(876) 631-8345

Email: [lyndsey@marketmeja.com](mailto:lyndsey@marketmeja.com)

Mr. Everton W. Anderson

(876) 318-1248

(876) 906-1106

Email: [eanderson@nhf.org.jm](mailto:eanderson@nhf.org.jm)

Regards

Hillary Hutchinson

National Health Fund

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25 Dominica Drive

Kingston 5

Tel: 876-908-5408/906-1106

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# National Health Fund

## Board Members

### April 2016

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Chairman

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|                             |                                                |  |  |                |                |
|-----------------------------|------------------------------------------------|--|--|----------------|----------------|
| Saturday, December 1, 2018  | World Aids Day Walk                            |  |  |                | \$29,000.00    |
|                             | Instructor - Sweet Energy Fitness              |  |  | \$15,000.00    |                |
|                             | Photography - Odain Donegan                    |  |  | \$14,000.00    |                |
| Saturday, December 1, 2018  | Rotaract Club of New Kingston Health Symposium |  |  |                | \$36,000.00    |
|                             | Instructor - Sweet Energy Fitness              |  |  | \$15,000.00    |                |
|                             | Photography - Odain Donegan                    |  |  | \$21,000.00    |                |
| Monday, December 3, 2018    | Recipe Content Creation                        |  |  |                | \$175,000.00   |
|                             | Karina Matalon                                 |  |  | \$175,000.00   |                |
| Saturday, December 8, 2018  | Run For The Hills 5K                           |  |  |                | \$14,000.00    |
|                             | Photography - Odain Donegan                    |  |  | \$14,000.00    |                |
|                             |                                                |  |  |                |                |
|                             |                                                |  |  |                |                |
|                             |                                                |  |  |                |                |
| Saturday, December 15, 2018 | Reggae Girlz Celebration                       |  |  |                | \$126,000.00   |
|                             | Transportation - Jerome Brown                  |  |  | \$54,000.00    |                |
|                             | Photography - Odain Donegan                    |  |  | \$42,000.00    |                |
|                             | Dance Instructors: Sweet Energy Fitness        |  |  | \$30,000.00    |                |
| Tuesday, December 18, 2018  | Sugary Drinks Restriction Sensitization Video  |  |  |                | \$1,330,329.12 |
|                             | Videography - Robert Harriott                  |  |  | \$75,000.00    |                |
|                             | Video Edit - Kadean Dunbar                     |  |  | \$40,000.00    |                |
|                             | Sound Mixing                                   |  |  | \$5,000.00     |                |
|                             | Video Broadcast: TVJ                           |  |  | \$1,171,774.47 |                |
| SMM Ads                     |                                                |  |  |                | \$38,554.65    |
| Facebook ads                | Social Media Ad: Facebook                      |  |  | \$38,554.65    |                |
|                             | Transportation to collect shirts               |  |  |                | \$2,400.00     |
| GRAND TOTAL                 |                                                |  |  |                | \$1,751,283.77 |

| ITEM                                                                    | VENDOR                         | COST         | BUDGET       |
|-------------------------------------------------------------------------|--------------------------------|--------------|--------------|
| <b>The Queen's School Health Fair: Friday, February 1, 2019</b>         |                                |              |              |
| Instructor: Kool Ravers                                                 | Andre Barnaby                  | \$35,000.00  | \$35,000.00  |
|                                                                         |                                |              |              |
| <b>World Cancer Day - February 4, 2019</b>                              |                                |              | \$853,601.08 |
| Venue                                                                   | Half Way Tree Transport Centre | \$100,000.00 |              |
| Permits                                                                 | JACAAP                         | \$18,000.00  |              |
| Permits                                                                 | JAMMS                          | \$4,660.00   |              |
| Permits                                                                 | KSAC                           | \$15,000.00  |              |
| Shirts                                                                  | LP Azar                        | \$113,587.50 |              |
| Production (Light/ stage/ DJ)                                           | Phenomenal                     | \$162,500.00 |              |
| Tent Card Prints                                                        | Copy Cat                       | \$4,653.58   |              |
| Foam Boards (6' x 4')                                                   | Signchannel                    | \$20,000.00  |              |
| Photography                                                             | Nahele campbell                | \$64,000.00  |              |
| SMile Jamaica Interview                                                 | TVJ                            | \$151,450.00 |              |
| OB                                                                      | Miss Kitty Nationwide          | \$174,750.00 |              |
| Videography                                                             | Krusha/ Robert Harriott        | \$25,000.00  |              |
| Transportation                                                          |                                | \$1,500.00   |              |
|                                                                         |                                |              |              |
| <b>SM Ads</b>                                                           |                                |              | \$67,500.00  |
| Facebook ads                                                            | Facebook                       | \$67,500.00  |              |
|                                                                         |                                |              |              |
| <b>The Girl Guides Association of Jamaica- February 2, 2019</b>         |                                |              | \$25,000.00  |
| Instructor                                                              | Sweet Energy Fitness           | \$25,000.00  |              |
|                                                                         |                                |              |              |
| <b>The Rotaract Club of New Kingston Zumbathon- February 2, 2019</b>    |                                |              | \$17,000.00  |
| Instructor                                                              | Sweet Energy Fitness           | \$10,000.00  |              |
| Photography                                                             | O'Dain Donegan                 | \$7,000.00   |              |
|                                                                         |                                |              |              |
| <b>Run For Heart 5K- February 4, 2019</b>                               |                                |              | \$47,500.00  |
| Team Registration                                                       | Heart Foundation of Jamaica    | \$7,500.00   |              |
| Warm Up & Cool Down                                                     | Sweet Energy Fitness           | \$15,000.00  |              |
| Transportation (3)                                                      |                                | \$2,500.00   |              |
| Sustenance (3)                                                          |                                | \$1,500.00   |              |
| Photography                                                             | O'Dain Donegan                 | \$21,000.00  |              |
|                                                                         |                                |              |              |
| <b>UK in JA Fair: Saturday, February 9, 2019</b>                        |                                |              | \$202,598.76 |
| Multimedia & Audio: 2 60" LED Flatscreen & 1 JBL PX-612 Powered Speaker | Phase 3 Productions            | \$99,025.00  |              |
| Video Production                                                        | Kadean Dunbar                  | \$10,000.00  |              |
| 8X8 Riser                                                               | Phenomenal Systems             | \$34,000.00  |              |
| Printing: Jamaica Moves Fans                                            | Copy Cat                       | \$29,073.76  |              |
| Workout Instructor                                                      | Sweet Energy Fitness           | \$10,000.00  |              |
| Photography                                                             | O'Dain Donegan                 | \$14,000.00  |              |
| Transportation (2)                                                      |                                | \$3,500.00   |              |
| Sustenance (2)                                                          |                                | \$3,000.00   |              |
|                                                                         |                                |              |              |
| <b>UTECH Soca Robics- February 12, 2019</b>                             |                                |              | \$15,000.00  |
| Instructor                                                              | Sweet Energy Fitness           | \$15,000.00  |              |
|                                                                         |                                |              |              |
| <b>Kingston City Marathon (Feb-)</b>                                    |                                |              | \$8,000.00   |
| Sustenance: (February 2, 2019)                                          |                                | \$800.00     |              |
| Transportation: UCT Steppas (February 5, 2019)                          |                                | \$600.00     |              |
| Sustenance: Kingston City Run Ambassadors Dinner (February 11, 2019)    |                                | \$600.00     |              |
| Transportation: Pacers Running Club (February 14, 2019)                 |                                | \$1,000.00   |              |
| Transportation: Double Marchers & Lymers (February 16, 2019)            |                                | \$2,000.00   |              |
| Transportation: UCT Steppas (February 19, 2019)                         |                                | \$1,200.00   |              |
| Transportation: Trainfit Mile Chaser (February 23, 2019)                |                                | \$1,400.00   |              |
| Transportation: Pacers Running Club (February 28, 2019)                 |                                | \$1,200.00   |              |
|                                                                         |                                |              |              |
| <b>SAGICOR Sigma Corporate Run- February 17, 2019</b>                   |                                |              | \$30,000.00  |
| Photography                                                             | O'Dain Donegan                 | \$28,000.00  |              |
| Transportation                                                          |                                | \$1,200.00   |              |

|                                                                         |                                      |             |                       |
|-------------------------------------------------------------------------|--------------------------------------|-------------|-----------------------|
| Sustenance                                                              |                                      | \$800.00    |                       |
|                                                                         |                                      |             |                       |
| <b>Move It Monday- February 18 - March 25, 2019</b>                     |                                      |             | <b>\$126,000.00</b>   |
| Instructor (Feb 18 , 25)                                                | Francisca Griffiths                  | \$40,000.00 |                       |
| Photography (Feb 18, 25)                                                | O'Dain Donegan                       | \$14,000.00 |                       |
| Sound System & DJ Services (February 18, 2019)                          | Carlton Barrows                      | \$15,000.00 |                       |
| Sound System & DJ Services (Feb 25)                                     | Stetson Rodney                       | \$15,000.00 |                       |
| Production: Lighting                                                    | Phenomenal Systems (Robert McKenzie) | \$40,000.00 |                       |
| Transportation (Feb 18, 25)                                             |                                      | \$2,000.00  |                       |
|                                                                         |                                      |             |                       |
| <b>UTECH Moves (February 19, 2019)</b>                                  |                                      |             | <b>\$10,000.00</b>    |
| Instructor                                                              | Sweet Energy Fitness                 | \$10,000.00 |                       |
|                                                                         |                                      |             |                       |
| <b>Wolmers' Girls School "On The Run"</b>                               |                                      |             | <b>\$16,400.00</b>    |
| Instructor: February 20, 2019                                           | Sweet Energy Fitness                 | \$5,000.00  |                       |
| Instructor: February 27, 2019                                           | Sweet Energy Fitness                 | \$10,000.00 |                       |
| Transportation                                                          |                                      | \$1,400.00  |                       |
|                                                                         |                                      |             |                       |
|                                                                         |                                      |             |                       |
| <b>Mission Project 2019: Grand Health Fair (Rest Store, Manchester)</b> |                                      |             | <b>\$45,000.00</b>    |
| Instructor (February 24, 2019)                                          | Sweet Energy Fitness                 | \$35,000.00 |                       |
| Transportation                                                          |                                      | \$10,000.00 |                       |
|                                                                         |                                      |             |                       |
| <b>WATA Wake Up &amp; Live (February 20 &amp; 27)</b>                   |                                      |             | <b>\$2,000.00</b>     |
| Transportation (1)                                                      |                                      | \$2,000.00  |                       |
|                                                                         |                                      |             |                       |
| <b>Thomas Manning 5K (February 24, 2019)</b>                            |                                      |             | <b>\$40,800.00</b>    |
| Accomodation (2)                                                        | Kibo Resort (Savanna-La-Mar)         | \$15,800.00 |                       |
| Sustenance (2)                                                          |                                      | \$10,000.00 |                       |
| Transportation                                                          |                                      | \$15,000.00 |                       |
|                                                                         |                                      |             |                       |
|                                                                         |                                      |             |                       |
| <b>GRAND TOTAL</b>                                                      |                                      |             | <b>\$1,541,399.84</b> |

|                                                                            |                                       |              |                       |
|----------------------------------------------------------------------------|---------------------------------------|--------------|-----------------------|
| <b>Sugary Drinks Restriction Sensitization Video January 2019</b>          |                                       |              | <b>\$72,517.95</b>    |
| Facebook Ads                                                               |                                       | \$72,517.95  |                       |
| <b>Safe Space JA Production - January 5th</b>                              |                                       |              | <b>\$369,000.00</b>   |
| Hollywell                                                                  | (Jamaica Conservation Trust Fee)      | \$6,000.00   |                       |
| Video Production -                                                         | Robert Harriott                       | \$165,000.00 |                       |
| Video Edit -                                                               | Shaqiel Brooks                        | \$125,000.00 |                       |
| Transportation -                                                           | Jerome Brown                          | \$45,000.00  |                       |
| Facilitator                                                                | Jessica Thompson -                    | \$8,000.00   |                       |
| Sustenance (10 individuals)                                                |                                       | \$20,000.00  |                       |
| <b>Promotional Items - January 2019</b>                                    |                                       |              | <b>\$598,518.75</b>   |
| 10 Jamaica Moves Shirts & 20 Jamaica Moves UK shirts -                     | LP Azar                               | \$39,318.75  |                       |
| Jamaica Moves 10X10 Tent -                                                 | Signarama                             | \$145,625.00 |                       |
| 500 Jamaica Moves shirts -                                                 | LP Azar                               | \$413,575.00 |                       |
| <b>Shelly-Ann Fraser Pryce/Hugh Senior 5K Saturday, January 19, 2019</b>   |                                       |              | <b>\$404,000.00</b>   |
| Video Production                                                           | Kadean Dunbar                         | \$55,000.00  |                       |
| 100 Jamaica Moves Shirts                                                   | LP AZAR                               | \$104,000.00 |                       |
| Sponsorship: Entry Fee 150 Children/Adults -                               | Penwood Church of Christ/ Running Eve | \$96,000.00  |                       |
| Instructor: Warm Up Sessions                                               | Sweet Energy Fitness                  | \$49,000.00  |                       |
| Photography: Warm Up (7 Sessions)                                          | Odain Donegan                         | \$49,000.00  |                       |
| Photography: SFP 5K (On the day)                                           | Odain Donegan                         | \$21,000.00  |                       |
| Transportation & Sustenance                                                |                                       | \$30,000.00  |                       |
| <b>Florence Hill Seventh-Day Adventist Health Seminar- January 5, 2019</b> |                                       |              | <b>\$15,500.00</b>    |
| Photography                                                                | O'Dain Donegan                        | \$14,000.00  |                       |
| Transportation                                                             |                                       | \$1,500.00   |                       |
| <b>Mission Project 2019 Launch: January 8, 2019</b>                        |                                       |              | <b>\$9,320.00</b>     |
| Photography                                                                | Leo Hudson Photography                | \$9,320.00   |                       |
| <b>Make The Fitness Journey With Courts</b>                                |                                       |              | <b>\$31,000.00</b>    |
| Photography: St. Ann's Bay (Jan. 17) & Ocho Rios (Jan. 19)                 | O'Dain Donegan                        | \$21,000.00  |                       |
| Sustenance                                                                 |                                       | \$10,000.00  |                       |
| <b>GRAND TOTAL</b>                                                         |                                       |              | <b>\$1,499,856.70</b> |



# MINISTRY OF HEALTH & WELLNESS

☒ RKA BUILDING, 10-16 GRENADA WAY ☐ 45-47 BARBADOS AVENUE ☐ 40 KNUTSFORD BOULEVARD  
☐ 52-60 GRENADA CRESCENT ☐ 15 KNUTSFORD BOULEVARD ☐ 30-36 KNUTSFORD BOULEVARD ☐ 5 SYLVAN AVENUE  
KINGSTON 5, JAMAICA, W.I.

Tel: (876) 633-7400/7433/7771/8172/8174

Website: [www.moh.gov.jm](http://www.moh.gov.jm)

ANY REPLY OR SUBSEQUENT REFERENCE  
SHOULD BE ADDRESSED TO THE PERMANENT  
SECRETARY AND THE FOLLOWING REFERENCE  
QUOTED:

REF NO:

**WITHOUT PREJUDICE**

July 18, 2025

Mr. Kevon A. Stephenson, JP  
Office of Director of Investigation  
The Integrity Commission  
1st Floor, PIOJ Building  
16 Oxford Road  
Kingston 5

Dear Mr. Stephenson:

**Re: Allegations of Procurement Irregularities and Conflict of Interest in the award of  
Contracts to Market Me Consulting Limited by the Ministry of Health and Wellness**

Thank you for the opportunity extended to me to meet with you on July 10, 2025, to discuss the findings made in relation to the captioned investigation.

During our meeting on July 10, 2025, extracts from the report on the captioned matter relating to the findings and recommendations were read over to me. You advised that a copy of the full draft report or extracts therefrom could not be provided. However, I was provided with the opportunity to respond to the findings and recommendations of the report which were read over to me by July 18, 2025.

It is noted that the contracts in question were awarded prior to my appointment to the Office of Permanent Secretary in the Ministry of Health and Wellness. In that regard, I wish to reserve comments on the matter until the full written report thereon is made available for perusal.

Once the full written report is available, the same will be examined and an assessment made as to whether the Ministry's current Public Procurement procedures and Conflict of Interest policies require strengthening to ensure compliance with applicable laws and policies.

Sincerely,

Errol C. Greene, OD, JP  
Permanent Secretary