

FORM A  
STATEMENT REGARDING THE  
ACQUISITION OF CONTROL OF OR MERGER WITH A DOMESTIC INSURER

ATRIO Health Plans, Inc.

by

Atrio Holding Company, LLC

Filed with the Department of Consumer and Business Services of the State of Oregon

Dated: February 7, 2019

Name, Title, address and telephone number of  
Individual to Whom Notices and Correspondence  
Concerning this Statement Should be Addressed:

Atrio Holding Company, LLC  
c/o Chicago Pacific Founders  
980 Michigan Avenue, Suite 1998  
Chicago, Illinois 60611  
Attention: Ken Stoll and Sameer Mathur  
Telephone: (312) 273-4750

with copies to:

Paul Hastings LLP  
71 S. Wacker Drive, 45th Floor  
Chicago, Illinois 60606  
Attention: Richard S. Radnay  
Telephone: (312) 499-6000

and

Epstein Becker Green  
1227 25th Street, NW  
Washington, D.C. 20037  
Attention: John W. Eriksen  
Telephone: (202) 861-1853

## **CONFIDENTIALITY LEGEND**

Oregon's Public Records Law, ORS 192.311 – 192.478, provides for public access to the non-exempt public records of a public body. Oregon Revised Statute 192.314 provides that “every person” has a right to inspect any non-exempt record of a public body in Oregon, subject to certain limitations. The statute allows reasonable limits on public inspection to protect governmental interests and it allows public bodies to take reasonable measures to protect records. Oregon Revised Statute 192.345 conditionally exempts certain records from public disclosure under Oregon Revised Statutes 192.311 – 192.478, unless the public interest requires disclosure. Oregon Revised Statute 192.355 provides certain records are exempt from public disclosure under Oregon Revised Statutes 192.311 – 192.478. In addition, ORS 732.539(1) provides that DCBS shall treat a notice on Form A and information that a person submits in connection with such Form A as confidential and as exempt from disclosure under ORS 192.11 to 192.478. The confidential supplements to this application contain confidential information, including trade secrets which are known only to certain individuals within the Domestic Insurer and its affiliate and advisors (under duties to keep such trade secrets confidential) and which are used in the business operations of the Domestic Insurer (the “Business”), having actual and potential commercial value, and which give users of such trade secrets an opportunity to obtain a business advantage over competitors who do not know or use such trade secrets.

Oregon Revised Statute 192.355(2)(a) exempts personal information if the disclosure would constitute an “unreasonable invasion of privacy.” Oregon Revised Statute 192.355(4) exempts from disclosure information provided in confidence, where such information should reasonably be considered and kept confidential and there is no public benefit to disclosure. Based upon these parameters, the Applicants (as defined herein) respectfully request the following documents (i) remain confidential and be excluded from any Oregon Public Records Law request as constituting an unwarranted invasion of privacy, an unwarranted disclosure of confidential information, and to the detriment of the public interest, and (ii) are being provided with the express understanding that the confidentiality of such information will be safeguarded and all persons submitting biographical affidavits will be protected from any and all unwarranted invasions of privacy pursuant to all applicable provisions of law:

Confidential Supplement 2: Biographical Affidavits of Applicants' Directors and Executive Officers

Additionally, Oregon Revised Statute 192.345 conditionally exempts trade secrets, including but not limited to information that could harm a company's competitive advantage. In accordance with ORS 192.345(2) and 192.355(4) (as set forth above) and any other applicable laws or regulations, the Applicants respectfully request the following documents, submitted in confidence, remain confidential and be excluded from any request under the Oregon Public Records Law or any other request to publically disclose such information in that they are trade secrets and/or Applicants and Domestic Insurer, as commercial enterprises, submitted these documents in confidence to the Oregon Insurance Division, and their disclosure would cause substantial injury to the competitive position of the Domestic Insurer, the Business and the public interest:

## ITEM 1. DOMESTIC INSURER AND METHOD OF ACQUISITION

Name and address of the Domestic Insurer to which this application relates:

ATRIO Health Plans, Inc.  
2270 NW Aviation Drive, Suite 3  
Roseburg, Oregon 97470

Brief description of how control is to be acquired:

ATRIO Health Plans, Inc. (the “Domestic Insurer”) is an Oregon-domiciled insurance company and is engaged in the business of providing Medicare Advantage plans as an insurer to individuals located in Douglas, Josephine, Jackson, Klamath, Marion and Polk counties in the State of Oregon. Atrio Holding Company, LLC (“Parent”) is a Delaware limited liability company formed by a paralegal of Paul Hastings LLP on behalf of Chicago Pacific Capital, L.P. (the “Sponsor”) to be an indirect holding company of the Domestic Insurer.

Parent formed, as its wholly-owned subsidiary, Atrio Acquisition Corporation, a Delaware corporation (“Buyer”), for the purpose of acquiring 100% of the equity interests of the Domestic Insurer pursuant to a Stock Purchase Agreement, dated as of December 6, 2018 (the “Purchase Agreement”), by and among the Domestic Insurer, Buyer, and the current shareholder of the Domestic Insurer, (i) Cascade Comprehensive Care, Inc., an Oregon corporation (“Cascade”), (ii) Marion Polk Community Health Plan Advantage, Inc., an Oregon corporation (“MPCHPA”), and (iii) Umpqua Health, LLC, an Oregon limited liability company (“Umpqua” and together with Cascade and MPCHPA, each a “Seller” and collectively, “Sellers”).

Pursuant to the Purchase Agreement, each Seller will receive a combination of cash and/or equity in Parent on the terms specified therein and as further summarized below, amounting to an aggregate purchase price of approximately \$25,083,000.

The key terms of the Purchase Agreement are as follows:

- Closing will occur upon satisfaction or waiver of all of the conditions to closing set forth in the Purchase Agreement. These include the receipt of each of the required regulatory approvals, including the approval required by this Statement.
- Additional “earn out” payments in the amount of \$6.6 million may be payable by Buyer to Cascade and MPCHPA based on certain plan enrollment metrics determined as of December 31, 2018. Similar to the funding of the cash portion of the purchase price on the closing date, the Main Fund and Fund A (each as defined below), through the other Applicants and Buyer, as described below and in accordance with the organizational chart attached hereto as Exhibit A, will be responsible for funding any “earn out” payments.

- The Purchase Agreement also provides for certain adjustments to the purchase price based on the Domestic Insurer’s working capital and cash as of the closing date.
- At the closing, (a) Umpqua will be paid in cash by the Buyer and liquidate its entire investment in the Domestic Insurer (pursuant to the terms of the Stock Purchase Agreement), and (b) pursuant to a Contribution Agreement to be entered into on the closing date (the “Contribution Agreement”) by and among Parent, Cascade and MPCHPA, Cascade and MPCHPA will receive equity in Parent as partial consideration under the Purchase Agreement and will enter into Parent’s Operating Agreement (the “Operating Agreement”) reflecting their respective ownership interests and membership rights and obligations.

An organizational chart attached hereto as Exhibit A shows the relationship of these entities to one another. Specifically, the ultimate parent company is Chicago Pacific Founders UGP II, LLC, a Delaware limited liability company with the following three owners, each of whom own an equal 33 1/3% interest therein: Mary Tolan, Vance Vanier and Larry Leisure. Below it in the chain of ownership is Chicago Pacific Founders GP II, L.P., a Delaware limited partnership (the “General Partner”), which is the general partner of Chicago Pacific Founders Fund II, L.P., a Delaware limited partnership (“Main Fund”), and ATRIO Splitter Fund, L.P., a Delaware limited partnership (the “Splitter LP”). The General Partner has less than a 5% ownership interest in the Main Fund. None of the limited partners of the Main Fund or Fund A (described below) has a 10% or greater ownership therein.

The Sponsor also manages Chicago Pacific Founders Fund II-A, L.P., a Delaware limited partnership (“Fund A”), managed by the General Partner, which will invest through ATRIO Blocker Corp, a Delaware corporation and the sole limited partner of the Splitter LP. Cascade and MPCHPA will hold their 30% and 10%, respectively, ownership interest in Parent alongside the Main Fund and the Splitter LP, which collectively will have a 60% ownership interest in Parent as of immediately following the closing.

As a result of the terms of the Purchase Agreement, the transaction documents contemplated thereby and the relationship among the Applicants described above, the Applicants will acquire control of the Domestic Insurer within the meaning of ORS 732.548.

Copies of the Purchase Agreement, Contribution Agreement and Operating Agreement, including the applicable schedules thereto related to the Proposed Transaction are attached hereto as Exhibit B (or in the applicable Confidential Supplement noted above).

*Rationale for Proposed Transaction*

Sponsor is a Chicago-based private equity firm that invests in middle market healthcare services companies. Currently, neither the Applicants nor Sponsor is engaged in the health insurance market. Through its extensive research on the healthcare investment market, Sponsor has identified Medicare Advantage plans with provider risk sharing as an attractive investment area. Sponsor believes that significant societal and investment impacts in healthcare will come from a shift from fee-for-service to value-based payments. It believes the Medicare Advantage

market and Atrio specifically are at the forefront of this shift. It has reviewed several investment opportunities in the space and based on the level of diligence conducted believes that an investment in the Domestic Insurer is attractive from a financial and care coordination perspective.

Sellers are primarily interested in liquidating their investment in the Domestic Insurer. In addition, Cascade and MPCHPA are indirectly continuing a portion of their investment in the Domestic Insurer through Parent and alongside the Main Fund and Splitter LP and other affiliates of Sponsor noted above.

## **ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT**

(a) Name and address of each applicant (collectively, the “Applicants”) seeking to acquire control over the Domestic Insurer:

Chicago Pacific Founders Fund II, L.P.  
Chicago Pacific Founders Fund II-A, L.P.  
ATRIO Blocker Corp.  
ATRIO Splitter Fund, L.P.  
Chicago Pacific Founders GP II, L.P.  
Chicago Pacific Founders UGP II, LLC  
Atrio Holding Company, LLC  
Atrio Acquisition Corporation  
Mary Tolan, Vance Vanier and Larry Leisure  
c/o Chicago Pacific Founders  
980 Michigan Avenue, Suite 1998  
Chicago, Illinois 60611  
Attention: Ken Stoll and Sameer Mathur

(b) The nature of Applicants’ business, and business intended to be done:

The Sponsor formed Chicago Pacific Founders UGP II, LLC, the General Partner, the Main Fund and Fund A in connection with its business as a private equity fund, which makes investments in a variety of businesses. ATRIO Blocker Corp., the LP Splitter, Parent and Buyer are newly formed entities that were established as direct and indirect holding companies of the capital stock of the Domestic Insurer.

Following the consummation of the transactions contemplated by the Purchase Agreement (the “Proposed Transaction”), the Applicants’ initial presence and business operations in the Medicare Advantage and insurance space in the United States will be the same as that of the Domestic Insurer currently. The operations of the Domestic Insurer, its Oregon headquarters, its community support and management team and employees will remain substantially the same.

Founded in 2004, the Domestic Insurer, based in Salem, Oregon, provides Medicare Advantage, Individual and Group health insurance. It has total gross revenue of \$205,305,039

and enrollment of approximately 20,000 as of December 31, 2018 and has approximately 100 employees. The Business of the Domestic Insurer will continue after the consummation of the Potential Transaction. The Domestic Insurer is engaged in a joint venture in which it owns approximately 9% of the membership interest in Willamette Valley Community Health, a Medicaid Coordinated Care Organization in Oregon.

The Applicants do not intend to change the type of business transacted by the Domestic Insurer. The Applicants intend to keep senior management effectively the same.

(c) List identities of Applicants and its affiliates.

Please see attached Exhibit A hereto, depicting the organizational structure of the Domestic Insurer and its upstream affiliates as of immediately following the consummation of the Proposed Transaction.

**ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT**

(a) Directors' and Executive Officers' Names and Business Addresses

Please see attached Exhibit C hereto listing the directors and executive officers of each Applicant, and Confidential Supplement 2, containing the biographical affidavits for each.

As noted in Item 1 above, the individual equity holders who indirectly own 10% or more of the Domestic Insurer are Mary Tolan, Vance Vanier and Larry Leisure, who each have a 33% ownership in Chicago Pacific Founders UGP II, LLC.

(b) Present Principal Business Activity, Occupation or Employment

The present principal business activity, occupation or employment of the directors and executive officers of the Applicants named in Exhibit C hereto including the individuals specified above, including positions and offices held and the name, principal business and address of any corporation or other organization in which such activity, occupation or employment is carried on, in each case, as of the date of such biographical affidavit, is included (or will be included in their respective biographical affidavits).

(c) Material Occupations, Positions, Offices or Employment

The material occupations, positions, offices or employments of the directors and executive officers of the Applicants named in Exhibit C hereto during the five years prior to the date of their respective biographical affidavits, including the starting and ending dates of each and the name, principal business and address of any business corporation or other organization in which each such occupation, position, office or employment was carried on are included (or will be included) in their respective biographical affidavits. Except as set forth in any such biographical affidavit, no such occupation, position, office or employment required licensing by or registration with any federal, state or municipal governmental agency. The current status of

any such licensing or registration, and an explanation of any surrender, revocation, suspension or disciplinary proceedings in connection therewith, if any, are stated in the biographical affidavits.

(d) Criminal Proceedings

To the best knowledge, information and belief of each of the Applicants, except as noted in any biographical affidavit, no person listed in in Exhibit C hereto has been convicted in a criminal proceeding (excluding minor traffic violations) during the last ten years.

**ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION**

(a) Nature, source and amount of funds or other considerations to be used in effecting the acquisition of control:

The total consideration for the Proposed Transaction is \$25,083,000, which amount will be funded both in cash from the Main Fund and Fund A, through the other Applicants and Buyer, as described in Item 1 above and in accordance with the organizational chart attached hereto as Exhibit A, and with the issuance of Non-Voting Class B Units of Parent to Cascade and MPCHPA. With respect to their current ownership of the Domestic Insurer, Cascade will receive approximately 37% in cash and 63% in such units of Parent, and MPCHPA will receive approximately 78% in cash and 22% in such units of Parent. The closing of the Potential Transaction is not subject to any financing condition or contingency, and the Applicants have no current plans to incur any material debt prior to the closing of the Potential Transaction.

In accordance with the terms of the Purchase Agreement, each Seller will be entitled to receive \$4,021.65 per share of capital stock of the Domestic Insurer that is being sold to Buyer pursuant to the terms of the Purchase Agreement, and 1.0 Voting Class B Interests of Parent per share of capital stock of the Domestic Insurer that is contributed to Parent pursuant to the terms of the Contribution Agreement.

(b) Explain the criteria used in determining the nature and amount of such consideration.

The form and amount of the consideration with respect to the Proposed Transaction was determined by extensive arm's length negotiations among the parties to the Purchase Agreement, with the advice of their respective financial, legal and other advisers, over a period of several months. In addition, the Board of Directors of the Domestic Insurer considered the terms of the Potential Transaction, received the opinions of its financial advisors and, based upon and subject to the various assumptions, procedures, matters, qualifications and limitations with respect to such opinions, determined that the consideration to be paid by the Applicants to the Sellers was fair from a financial point of view to the shareholders of the Domestic Insurer.

(c) Loans in the ordinary course:

Not applicable.

**ITEM 5. FUTURE PLANS OF INSURER**

Other than as expressly described in this Statement, the Applicants do not have, nor do the Applicants contemplate, any plans or proposals to cause the Domestic Insurer to declare or pay any extraordinary dividend, to liquidate the Domestic Insurer, to sell any of its assets, to merger or consolidate the Domestic Insurer with any entity, to make any other material change in the business operations or corporate structure or management of the Domestic Insurer or to cause the Domestic Insurer to enter into material agreements, arrangements or transactions of any kind with any party which are outside of the ordinary course of business of the Domestic Insurer consistent with its past practice.

More broadly, except as expressly described in this Statement, the Applicants intend to operate the Domestic Insurer substantially as it is currently operated. The Applicants intend that from and after the consummation of the Potential Transaction, the Domestic Insurer will have the same experienced senior management team as it does currently. The Domestic Insurer will maintain its licenses and continue to write business in the jurisdiction where it is currently licensed and writes business (including the State of Oregon), and it is expected that the consummation of the Proposed Transaction will not have any adverse impact on the Domestic Insurer's policyholders.

#### **ITEM 6. VOTING SECURITIES TO BE ACQUIRED**

Pursuant to the Purchase Agreement and the transactions contemplated thereby, Buyer will acquire 100% of the issued and outstanding common stock of the Domestic Insurer, representing 100% of the Domestic Insurer's voting securities. As a result of the consummation of the Proposed Transaction, Buyer will become the sole shareholder of the Domestic Insurer. Following the consummation of the Potential Transaction, Applicants will have an approximate 60% collective ownership interest in Parent (and corresponding indirect ownership interest in the Domestic Insurer), Cascade will have an approximate 30% ownership interest in Parent, and MPCHPA will have an approximate 10% ownership interest in Parent, and in each case, such entity will have a corresponding indirect ownership interest in the Domestic Insurer. Following the consummation of the Proposed Transaction, Umpqua will not have any direct or indirect ownership interest in Parent or any of its subsidiaries, including the Domestic Insurer.

The terms of the Potential Transaction, including the amount of consideration for the capital stock of the Domestic Insurer, were arrived at through extensive arm's length negotiations between the parties to the Purchase Agreement, with the advice of their respective financial, legal and other advisors, over a period of several months.

#### **ITEM 7. OWNERSHIP OF VOTING SECURITIES**

None of the Applicants, nor any executive officer or director of any Applicant, or any other person or entity controlled by an Applicant has any interest in any voting or other securities of the Domestic Insurer, including any notes, bonds or other corporate obligations with respect thereto.



To the best knowledge of the Applicants, other than as set forth in the Purchase Agreement, Contribution Agreement and Operating Agreement, there are no contracts, arrangements or understandings between any Applicant or any person or entity controlling, controlled by or under common control with any Applicant, on the one hand, and any other person or entity with respect to any securities of the Domestic Insurer, on the other hand.

#### **ITEM 8. CONTRACTS, ARRANGEMENTS OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER**

Other than as set forth in the Purchase Agreement, the Contribution Agreement and the Operating Agreement, there are no contracts, arrangements or understandings with respect to any voting security of the Domestic Insurer in which any Applicant, the affiliates of any Applicant, or any persons listed in Item 3 are involved.

None of the Applicants, or any of their respective executive officers or directors or any person or entity controlled by any Applicant, has any interest in any other securities of the Domestic Insurer, including any notes, bonds or other corporate obligations with respect thereto.

#### **ITEM 9. RECENT PURCHASES OF VOTING SECURITIES**

Other than the execution of the Purchase Agreement, there were no transactions within the last six months in respect of any securities of the Domestic Insurer that were effected by any Applicant, the executive officer or director of any Applicant, by any person controlling, controlled by or under common control with any Applicant or by such entity's executive officers or directors.

There have been no purchases by any Applicant, any affiliate of any Applicant or any person listed in Item 3 above of any voting securities of the Domestic Insurer during the 12 calendar months preceding the filing of this Statement.

#### **ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE**

Other than Sponsor's internal recommendations to enter into the Purchase Agreement, there have been no recommendations to purchase any voting security of the Domestic Insurer made by any Applicant, any affiliate of any Applicant or anyone on behalf of any of the foregoing during the 12 calendar months preceding the filing of this Statement.

#### **ITEM 11. AGREEMENTS WITH BROKER-DEALERS**

The Applicants have made no agreement, contract or understanding with any broker-dealer as to solicitation of voting securities of the Domestic Insurer for tender.

#### **ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS**

- (a) Exhibits

The following information is attached as an appendix:

Exhibit A	Post-Closing Organizational Chart
Exhibit B	Primary Transaction Documents
Exhibit C	List of Officers and Directors of the Applicants and Domestic Insurer
Confidential Supplement 1	Disclosure Schedules to Purchase Agreement
Confidential Supplement 2	Biographical Affidavits of the Directors and Executive Officers of the Applicants
Exhibit D	Pro formas of the Domestic Insurer

(b) Financial Statements

The Main Fund and Fund A are private equity funds established for the purpose of making investments in healthcare companies across North America. As disclosed in each fund's Form D filed with the U.S. Securities and Exchange Commission on December 27, 2018, the funds are seeking to raise approximately \$400 million in the aggregate to facilitate such investments. As of February 1, 2019, the funds have received capital commitments totaling \$200 million in the aggregate and expect to receive the remainder of the capital commitments during the 2019 calendar year. Based on the capital commitments to the Main Fund and Fund A to date, the funds will be able to close on and fund the Proposed Transaction once the approvals required by this Statement are obtained. At this time, neither the Main Fund nor Fund A has any current holdings or investments. Given the recent formation of the Main Fund and Fund A, no audited or unaudited financial statements or other information of such entities are available at this time.

(c) Financial Projections

Three year pro forma projections for the Domestic Insurer are attached as Exhibit D hereto.

(d) Tender Offer; Agreements for Voting Securities; Annual Reports

Other than as contemplated by the Purchase Agreement, there were no tender offers for, request of invitations for tenders of, exchange offers for or agreements to acquire or exchange any voting securities of the Domestic Insurer in connection with the Proposed Transaction. As a result of Buyer acquiring 100% of the capital stock of the Domestic Insurer, the Applicants are indirectly acquiring 60% of the issued and outstanding capital stock of the Domestic Insurer pursuant to the Purchase Agreement. Therefore, no tender offer is necessary or contemplated.

Neither the Applicants nor the Domestic Insurer issues annual reports.

### **ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT**

The Applicants agree to provide, to the best of their knowledge and belief, the information required by Form F within fifteen business days after the end of the month in which the acquisition of control of the Domestic Insurer occurs.

\* \* \* \* \*


**ITEM 14. SIGNATURE AND CERTIFICATION**

SIGNATURE

Pursuant to the requirements of ORS 732.517 to 732.592 the Applicants have caused this Statement to be duly signed on their behalf in the City of Chicago and State of Illinois on the 7<sup>th</sup> day of February, 2019.

(SEAL)

Chicago Pacific Founders Fund II, L.P.  
Chicago Pacific Founders II-A, L.P.  
ATRIO Blocker Corp.  
ATRIO Splitter Fund, L.P.  
Chicago Pacific Founders GP II, L.P.  
Chicago Pacific Founders UGP II, LLC  
Atrio Holding Company, LLC  
Atrio Acquisition Corporation

By:   
\_\_\_\_\_  
Ken Stoll, Authorized Signatory

By: \_\_\_\_\_  
Mary Tolan

By: \_\_\_\_\_  
Vance Vanier

By: \_\_\_\_\_  
Larry Leisure

Attest:   
\_\_\_\_\_  
Michael Wilson, Chief Financial Officer

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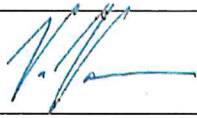
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By: \_\_\_\_\_  
Mary Tolan

By: \_\_\_\_\_  
Vance Vanier

By:  \_\_\_\_\_  
Larry Leisure

Attest:  \_\_\_\_\_  
Michael Wilson, Chief Financial Officer

## CERTIFICATION

The undersigned deposes and says that the undersigned deponent has duly executed the attached application dated February 7<sup>th</sup>, 2019, for and on behalf of Chicago Pacific Founders Fund II, L.P., Chicago Pacific Founders Fund II-A, L.P., ATRIO Blocker Corp., ATRIO Splitter Fund, L.P., Chicago Pacific Founders GP II, L.P., Chicago Pacific Founders UGP II, LLC, and Atrio Holding Company, LLC; that the deponent is the authorized signatory of each such company and that the deponent is authorized to execute and file the instrument on behalf of each of the foregoing companies. Deponent further says that the deponent is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of the deponent's knowledge, information and belief.



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Sameer Mathur