

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

MercyCare Merger Sub, Inc. (“Non-Surviving Entity”)

with and into

MercyCare Insurance Company (“Surviving Entity”)

This Agreement and Plan of Merger (“Plan of Merger”) is made and entered into this 13th day of December, 2023, by and among Mercy Health System Corporation, a Wisconsin nonprofit corporation (“MHSC”); MercyCare Insurance Company, a Wisconsin stock insurance corporation (“Surviving Entity”), and a wholly-owned subsidiary of MHSC; MercyCare HMO, Inc., a Wisconsin stock health maintenance organization insurance corporation (“MCHMO”), and a wholly-owned subsidiary of Surviving Entity; and MercyCare Merger Sub, Inc., a Wisconsin stock corporation and a wholly-owned subsidiary of MCHMO (“Non-Surviving Entity”; Surviving Entity and Non-Surviving Entity being hereinafter sometimes referred to collectively as the “Constituent Corporations”).

RECITALS:

WHEREAS, each of the Constituent Corporations and MCHMO intend to effect a merger of Non-Surviving Entity with and into Surviving Entity (such combination shall be referred to as the “Merger”) on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the laws of the State of Wisconsin; and

WHEREAS, upon consummation of the Merger, Non-Surviving Entity will cease to exist, and the Surviving Entity will become a wholly-owned subsidiary of MCHMO; and

WHEREAS, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Internal Revenue Code § 368(a); and

WHEREAS, the respective Boards of Directors of the Constituent Corporations and MCHMO have each adopted a resolution approving and declaring the advisability of this Agreement, the Merger, and the exchange provided for herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Non-Surviving Entity shall be merged with and into Surviving Entity, and that the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the State of Wisconsin are as follows:

ARTICLE 1

MERGER

1.1 At the Effective Time of the Merger (as hereinafter defined), Non-Surviving Entity and Surviving Entity shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Wisconsin, by Non-Surviving Entity merging with and into Surviving Entity, which shall be the surviving corporation (the "Surviving Corporation").

ARTICLE 2

EFFECTIVE TIME

2.1 The Effective Time of the Merger shall be 11:59 p.m. Central Time on December 31, 2023.

ARTICLE 3

CONVERSION AND EXCHANGE OF SHARES

3.1 The manner of converting the shares of each of the Constituent Corporations and other related matters shall be as set forth in this Section 3.1. At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of the Constituent Corporations or MCHMO, or on the part of any stockholder of the Constituent Corporations or MCHMO:

(a) Each 100 shares of Common Stock of the Surviving Entity outstanding immediately prior to the Effective Time of the Merger shall be converted solely into the right to receive, and shall be exchanged for, one share of Common Stock of MCHMO;

(b) Each share of stock of MCHMO held by Surviving Entity will be cancelled; and

(c) Each share of the Common Stock of the Non-Surviving Entity outstanding will be automatically converted into one share of Common Stock of Surviving Entity.

3.2 Promptly after the Effective Time of the Merger:

(a) MHSC shall surrender to Surviving Corporation for cancellation the certificate or certificates for all of the Common Stock of Surviving Entity held by MHSC; and

(b) MCHMO shall issue to MHSC one newly issued share of MCHMO Common Stock for each 100 shares of Common Stock of the Surviving Entity surrendered by MHSC under Section 3.2(a).

ARTICLE 4

ARTICLES OF INCORPORATION; BYLAWS; DIRECTORS AND OFFICERS

4.1 The Articles of Incorporation of Surviving Entity, as in effect immediately prior to the Effective Time of the Merger, shall remain the Articles of Incorporation of the Surviving Corporation until amended in accordance with law.

4.2 The Bylaws of Surviving Entity, as in effect immediately prior to the Effective Time of the Merger, shall remain the Bylaws of the Surviving Corporation until amended in accordance with law.

4.3 The duly qualified and acting directors and officers of Surviving Entity immediately prior to the Effective Time of the Merger shall remain the directors and officers of the Surviving Corporation, to hold offices as provided in the Bylaws of the Surviving Corporation.

ARTICLE 5

EFFECT OF MERGER

5.1 The effect of the Merger shall be as provided in Sections 180.1106 and 611.72 of the Wisconsin Statutes.

5.2 For federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of IRC § 368(a). The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of Reg. §§ 1.368-2(g) and 1.368-3(a).

ARTICLE 6

APPROVALS

6.1 This Plan of Merger shall be submitted for the approval of the Commissioner of Insurance of the State of Wisconsin (the "Wisconsin Commissioner").

6.2 If this Plan of Merger is duly approved by the Wisconsin Commissioner and the Merger is not abandoned, Articles of Merger setting forth this Plan of Merger shall be executed in compliance with the provisions of applicable law and shall be filed with the Wisconsin Commissioner and any other appropriate authority, at such time as may be deemed appropriate by the officers of Surviving Entity.

ARTICLE 7

TERMINATION AND ABANDONMENT

7.1 At any time prior to the Effective Time of the Merger, this Plan of Merger may be terminated and abandoned by the Board of Directors of the Non-Surviving Entity. In the event of such termination and abandonment, this Plan shall become void and of no effect.

ARTICLE 8

MISCELLANEOUS

8.1 The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.

8.2 If, at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest or to perfect or to confirm of record in the Surviving Corporation the title to any property or rights of Non-Surviving Entity, or otherwise to carry out the provisions hereof, the proper officers and directors of Non-Surviving Entity as in office immediately prior to the Effective Time of the Merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions of this Plan of Merger.

[Signature page follows]

IN WITNESS WHEREOF, this Plan of Merger has been signed on behalf of each of the parties by a duly authorized officer all as of the date and year first above written.

Mercy Health System Corporation

By: 
Name: E. Patrick Cranley
Title: Vice President

MercyCare Insurance Company

By: 
Name: E. Patrick Cranley
Title: Vice President / COO

MercyCare HMO, Inc.

By: 
Name: E. Patrick Cranley
Title: Vice President / COO

MercyCare Merger Sub, Inc.

By: 
Name: E. Patrick Cranley
Title: President & CEO