

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 19, 2021**

**Cerner Corporation**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**0-15386**  
(Commission  
File Number)

**43-1196944**  
(IRS Employer  
Identification No.)

**2800 Rock Creek Parkway**  
**North Kansas City, Missouri**  
(Address of Principal Executive Offices)

**64117**  
(Zip Code)

**(816) 221-1024**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value per share	CERN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On August 19, 2021, Cerner Corporation ("Cerner" or the "Company") announced the appointment of David T. Feinberg, M.D. as its Chief Executive Officer (principal executive officer) and President, to be effective October 1, 2021 (the "Effective Date"). Dr. Feinberg will also be appointed to the Company's Board of Directors (the "Board") as a Class I Director on the Effective Date to fill the vacancy that will be created on that date when Brent Shafer transitions from Chairman and Chief Executive Officer to Senior Advisor.

Dr. Feinberg, age 59, is joining Cerner after serving since 2019 as Vice President of Google Health, where he led Google's worldwide health efforts, bringing together groups from across Google and Alphabet that used artificial intelligence, product expertise and hardware to take on big healthcare challenges. In this role, he was responsible for organizing and innovating Google's various healthcare initiatives. Prior to joining Google, from 2015 to 2019, Dr. Feinberg served as the President and Chief Executive Officer of Geisinger Health System, a physician-led health system. At Geisinger, Dr. Feinberg led an operational turnaround and pushed the use of new platforms and tools including an IT system called a Unified Data Architecture, which allowed the company to integrate big data into their existing data analytics and management systems. Prior to Geisinger, Dr. Feinberg worked at UCLA for more than 20 years and served in a number of leadership roles, including President, CEO and Associate Vice Chancellor of UCLA Health Sciences, Vice Chancellor and CEO for the UCLA Hospital System, and CEO of UCLA's Ronald Reagan Medical Center. Dr. Feinberg serves as a member of the board of directors of Emmett Douglas, Inc. (NYSE: DEI).

There is no arrangement or understanding between Dr. Feinberg and any other person pursuant to which he was appointed as the Company's Chief Executive Officer and President, and there is no family relationship between Dr. Feinberg and any directors or executive officers of the Company. Dr. Feinberg has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The Company has entered into an Executive Employment Agreement with Dr. Feinberg to be effective as of the Effective Date (the "Employment Agreement"). As approved by the Board's Compensation Committee, upon the Effective Date, Dr. Feinberg will be entitled to, among other things: (i) an initial annual base salary of \$900,000; (ii) an initial annual target cash bonus level opportunity of \$1,350,000 under the Cerner 2018 Performance Plan, as amended (the "CPP"); (iii) an award of a number of Cerner restricted stock units ("RSUs") equal to \$13,500,000 divided by the closing sale price of Cerner common stock on the date of grant, which will be awarded during Cerner's 2022 executive annual performance and compensation cycle at the same time and with the same conditions as other Section 16 officer annual grants (the "2022 Annual Equity Grant"); (iv) an award of RSUs equal to \$3,375,000 divided by the closing sale price of Cerner common stock on the date of grant (the "2021 Prorated Equity Grant"), representing one quarter of the value of his 2022 Annual Equity Grant to reflect his service to Cerner during the fourth quarter of 2021; (v) a one-time cash bonus of \$375,000 primarily to replace his accrued annual incentive with his current employer; (vi) a one-time new hire award of a number of Cerner RSUs equal to \$15,000,000 divided by the closing sale price of Cerner common stock on the date of grant (the "Make Whole Grant") to replace the potential value of equity compensation forfeited by Dr. Feinberg as a result of his resignation from his former employer to accept his position with Cerner; and (vii) personal use of Cerner's corporate aircraft up to a value not to exceed \$100,000 annually, excluding "deadhead" hours and any additional incremental cost incurred in connection with Cerner's decision to require Dr. Feinberg to use third party aircraft instead of Company-owned aircraft when business needs dictate. The 2022 Annual Equity Grant, the 2021 Prorated Equity Grant and the Make Whole Grant to be awarded to Dr. Feinberg will each consist of 50% time-based RSUs and 50% performance-based RSUs ("PSUs").

The time-based RSU portion of the 2022 Annual Equity Grant will vest ratably in equal amounts over three years, and the PSU portion of the 2022 Annual Equity Grant will cliff vest on the third anniversary of the grant date, subject to achieving performance metrics established by the Compensation Committee and continued employment through the vest date. The time-based RSU portion of the 2021 Prorated Equity Grant will vest ratably in equal amounts over three years, and the PSU portion of the 2021 Prorated Equity Grant will cliff vest on May 7, 2024,

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subject to achieving the 2021-2023 PSU performance metrics established by the Compensation Committee during the 2021 compensation cycle and continued employment through the vest date. The time-based RSU portion of the Make Whole Grant will vest over three years on the following schedule: (i) half of the time-based RSUs (\$3,750,000 of the RSU grant date value) will vest after one year; (ii) one-quarter of the time-based RSUs (\$1,875,000 of the RSU grant date value) will vest after two years; and (iii) the remaining one-quarter of the time-based RSUs (\$1,875,000 of the RSU grant date value) will vest after three years. The PSU portion of the Make Whole Grant will cliff vest on May 7, 2024, subject to achieving the 2021-2023 PSU performance metrics established by the Compensation Committee during the 2021 compensation cycle and continued employment through the vest date.

Under the Employment Agreement, Dr. Feinberg's employment with Cerner will be "at will," which means that Dr. Feinberg's employment thereunder may be terminated at any time, for any reason or for no reason at all by either Dr. Feinberg or the Company. Dr. Feinberg will also be entitled to receive the benefits generally provided to other Cerner associates, and such other benefits as determined by the Board from time to time, as well as reimbursement for reasonable business expenses and relocation assistance for his relocation to Kansas City.

The Employment Agreement includes contractual rights to severance payments and benefits upon certain termination events as follows (capitalized terms used below, but not otherwise defined have the respective meanings given such terms in the Employment Agreement):

*Termination by us for Cause or on account of death or Disability, or resignation by Dr. Feinberg other than in the event of a Constructive Termination (before a Change in Control) or for Good Reason (after a Change in Control):* If Dr. Feinberg's employment is terminated by Cerner for Cause or on account of Dr. Feinberg's death or Disability, Dr. Feinberg will be entitled to: (i) any accrued but unpaid base salary; (ii) any owed reimbursements for unreimbursed business expenses; and (iii) such employee benefits (including equity compensation or cash bonuses earned as of the termination date but not yet paid), if any, to which Dr. Feinberg may be entitled under Cerner's employee benefit plans as of his termination date (the foregoing amounts described in clauses (i), (ii) and (iii) are collectively referred to as the "Accrued Amounts"). If Dr. Feinberg resigns other than on account of a Constructive Termination (before a Change in Control) or for Good Reason (after a Change in Control), Dr. Feinberg will be entitled to the Accrued Amounts; provided, that if he resigns with fewer than 30 days' notice, or leaves employment prior to the end of the 30-day notice period without Cerner's permission, Dr. Feinberg will only be entitled to the Accrued Amounts through the date he submits a notice of resignation.

*Termination by Cerner other than for Cause or on account of death or Disability, or resignation by Dr. Feinberg following Constructive Termination, in each case, prior to a Change in Control or more than 12 months after a Change in Control:* Subject to Dr. Feinberg executing and delivering a severance agreement and release, if prior to a Change in Control or at any time after 12 months following a Change in Control, Dr. Feinberg's employment is terminated by Cerner for any reason other than Cause or on account of death or Disability or Dr. Feinberg resigns following a Constructive Termination, Dr. Feinberg will be entitled to the Accrued Amounts and the following severance payments and benefits (less normal tax and payroll deductions):

- *Severance Pay:* two times the sum of (i) Dr. Feinberg's annual base salary at the time of the termination (provided, however, that if Dr. Feinberg resigns from employment following a Constructive Termination because of a material reduction in his total target compensation, such severance payments will be based on his annual base salary in effect immediately prior to such reduction), and (ii) the average annual cash bonus received during the three-year period immediately preceding the termination (or such lesser number of years if Dr. Feinberg has not been employed by Cerner for three years), or if his termination occurs before any annual cash bonus under the CPP has been paid to him, then the initial annual target cash bonus level opportunity of \$1,350,000. These severance payments will generally be payable pro rata during a 24-month severance term on Cerner's regular paydays.
  - *Benefits:* payments having an aggregate value equal to 24 times the difference between the monthly COBRA continuation premium cost to cover Dr. Feinberg and his dependents (to the extent covered under Cerner's health, vision and dental plans on the date of Dr. Feinberg's termination) and the monthly amount
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Dr. Feinberg was paying for such coverage at the effective date of his termination, payable pro rata during the 24-month severance term.

- *Equity Awards:* (a) immediate vesting of the time-based RSU portion of the Make Whole Grant; (b) the outstanding unvested PSU portion of the Make Whole Grant will vest or be forfeited in accordance with the terms of the award agreements, if the applicable performance goals are satisfied; and (c) except as provided in (a), immediate vesting of any shares or other property relating to time-based restricted stock or time-based RSU awards having a "date of grant" or "grant date" (as listed in such awards) that is at least 12 months before the effective date of Dr. Feinberg's termination and that were originally, ignoring the application of this acceleration and assuming continuous employment, scheduled to vest by the second anniversary of the effective date of his termination.

Per the terms of his Employment Agreement, the following equity awards would be forfeited: (x) all performance-based equity awards that have not settled (regardless of whether the original performance-based vesting criteria may have been satisfied) by the effective date of his termination, other than the PSU portion of his Make Whole Grant; (y) all time-based restricted stock or time-based RSU awards having a "date of grant" or "grant date" within 12 months of the effective date of his termination, other than the time-based RSU portion of his Make Whole Grant; and (z) all shares subject to stock options that have not vested as of the effective date of his termination.

*Termination by Cerner other than for Cause or on account of death or Disability, or resignation by Dr. Feinberg for Good Reason, in each case, within 12 months following a Change in Control:* Subject to Dr. Feinberg executing and delivering a severance agreement and release, if there is a Change in Control of Cerner and within 12 months following the effective date of the Change in Control Dr. Feinberg's employment is terminated by Cerner for any reason other than for Cause or on account of death or Disability or Dr. Feinberg resigns for Good Reason, Dr. Feinberg will be entitled to the Accrued Amounts and the following severance payments and benefits (less normal tax and payroll deductions), subject to the modified Section 280G carve-back discussed below:

- *Severance Pay:* two times the sum of (i) Dr. Feinberg's annual base salary at the time of the termination or resignation (provided, however, that if Dr. Feinberg resigns from employment for Good Reason within 12 months following the date a Change in Control becomes effective because of a material reduction in his total target compensation, such severance payments will be based on his annual base salary in effect immediately prior to such reduction), and (ii) the average annual cash bonus received during the three-year period immediately preceding the termination or resignation (or such lesser number of year if Dr. Feinberg has not been employed by Cerner for three years). These severance payments will be payable in a lump sum payment.
- *Benefits:* payments having an aggregate value equal to 24 times the difference between the monthly COBRA continuation premium cost to cover Dr. Feinberg and his dependents (to the extent covered under Cerner's health, vision and dental plans on the date of Dr. Feinberg's termination) and the monthly amount Dr. Feinberg was paying for such coverage at the effective date of his termination, payable pro rata during the 24 months following the termination or resignation.
- *Equity Awards:* immediate vesting of all outstanding unvested equity awards granted to Dr. Feinberg under any Cerner equity incentive plans. Outstanding equity awards with performance-based vesting will become vested or settled assuming the greater of (i) actual level of achievement if the performance period was concluded at the time of Change in Control or where shares are banked based on achievement of incremental performance metrics but have not yet fully vested at the time of the Change in Control, or (ii) "at-target" levels assuming the "at-target" levels of goal achievement had been attained.

Any of the above-described severance payments, equity award acceleration benefits or other benefits that are subject to the modified Section 280G carve-back may be reduced if (i) any portion of such payments or benefits become subject to the golden parachute penalty provisions under Section 280G or Section 4999 of the Internal Revenue Code and (ii) by reducing such payments or benefits Dr. Feinberg is able to receive a larger portion of such payments and benefits by being able to avoid such golden parachute penalties.

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During the term of the Employment Agreement and thereafter, Dr. Feinberg will agree to maintain the confidentiality of the Company's confidential information and trade secrets and to assign to the Company any work product which results from any work performed for Cerner or relating directly to the business of the Company (except for any work product that fully qualifies under Section 2870 of the California Labor Code if California law applies to the Employment Agreement). Additionally, if Cerner reimburses Dr. Feinberg for relocation expenses outside of California, Dr. Feinberg has agreed that, during the term of his Employment Agreement and for a two-year period thereafter, he will not (i) provide services that compete with the Company to any of the competitors listed in the Employment Agreement, (ii) solicit employees of the Company, or (iii) make recklessly or maliciously false accusations or remarks to disparage the Company's solutions or services. Regardless of whether California law applies, Dr. Feinberg has agreed that he will neither: (i) engage in unfair competition against Cerner; nor (ii) use any of Cerner's Trade Secrets to (a) identify existing Cerner clients for his own benefit or the benefit of any other firm or entity, or (b) facilitate the solicitation for his own personal benefit or the benefit of any other firm or entity of any existing Cerner client whom he serviced or about whom he otherwise gained Confidential Information during his employment with Cerner.

If Dr. Feinberg breaches any confidentiality, non-competition or other material provision of the Employment Agreement following the termination of his employment with Cerner, or engages in any Detrimental Conduct as defined in the Cerner Corporation Incentive Awards and Severance Payment Clawback Policy for Executive Officers and Applicable Persons, originally effective January 1, 2021 and as may be amended from time to time (the "Clawback Policy"), in addition to Cerner's other remedies, the delivery of severance payments and benefits to Dr. Feinberg and the vesting of any equity incentive awards in connection with such termination as described above will cease, and Dr. Feinberg will be required to reimburse Cerner the amount of severance payments delivered prior to the breach or Detrimental Conduct and forfeit all equity incentive awards (or the proceeds of any exercised or sold awards) that vested based on or after such termination and prior to the breach or Detrimental Conduct, if and to the extent so provided under the Clawback Policy with respect to severance.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, which the Company will file as an exhibit to a subsequent periodic report filed with the U.S. Securities and Exchange Commission (the "SEC").

In addition, the Company will enter into an indemnification agreement with Dr. Feinberg, on substantially the same terms as the indemnification agreements the Company previously entered into with its other officers and directors. The Company has previously filed a form of this indemnification agreement as [Exhibit 99.1](#) to the Company's Current Report on Form 8-K, as filed with the SEC on June 3, 2010.

As previously reported on the Company's [Current Report on Form 8-K filed with the SEC on May 5, 2021](#), on the Effective Date, Mr. Shafer will cease to serve as CEO and Chairman of the Board and will transition to Senior Advisor. Donald D. Trigg, the Company's current President, will depart the Company, effective immediately. Mr. Trigg's departure will be treated as a termination by Cerner without "Cause" as defined in Mr. Trigg's Executive Severance Agreement, dated September 11, 2017, as amended by letter agreement dated effective as of February 19, 2021. Subject to his execution and non-revocation of a Separation Agreement containing a general release of claims, Mr. Trigg will be entitled to receive severance benefits and the vesting of his outstanding equity awards pursuant to the terms of his Executive Severance Agreement.

In addition, the Board has determined to separate the roles of Chairman of the Board and Chief Executive Officer when Dr. Feinberg joins the Company, and has appointed William D. Zollars, the current Lead Independent Director, as independent Chairman of the Board effective as of the Effective Date. Dr. Feinberg will not receive additional compensation for serving as a Director, and it is not contemplated at the time of this filing that he will be appointed to any committees of the Board.

#### **Item 7.01 Regulation FD Disclosure.**

On August 19, 2021, the Company issued a press release announcing certain of the matters disclosed above under Item 5.02. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

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The information in Item 7.01 of this report (including Exhibit 99.1) is being furnished pursuant to Item 7.01 and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act.

**Item 9.01 Financial Statements and Exhibits.**

**d) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
99.1	<a href="#">Press release of Cerner Corporation dated August 19, 2021</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 19, 2021

By: CERNER CORPORATION  
/s/ Daniel P. Devers  
Daniel P. Devers, Executive Vice President,  
Chief Legal Officer and Secretary

## CERNER ANNOUNCES APPOINTMENT OF DAVID FEINBERG, M.D. AS PRESIDENT AND CHIEF EXECUTIVE OFFICER

*Highly Accomplished Visionary with Proven Track Record of Leading Healthcare Businesses*

*Cerner Board Separates Chairman and CEO Roles and Names William Zollars Chairman of Board of Directors*

**KANSAS CITY, Mo. - August 19, 2021** - Cerner Corporation (Nasdaq: CERN) today announced that its Board of Directors has appointed David Feinberg, M.D., MBA, as President and Chief Executive Officer, effective October 1, 2021. He succeeds Brent Shafer, who previously announced his decision to transition from chairman and CEO. Dr. Feinberg will serve as a member of the Board of Directors. Cerner's current President, Donald Trigg, will leave Cerner. Cerner's Board of Directors also announced that it will separate the roles of chairman and Chief Executive Officer and has appointed William Zollars as independent chairman, also effective October 1, 2021.

Dr. Feinberg, 59, has served in numerous senior leadership roles during his more than 25-year career in healthcare, and joins Cerner from Google. Since 2019, Dr. Feinberg was the Vice President of Google Health, where he led Google's worldwide health efforts, bringing together groups from across Google and Alphabet that used artificial intelligence, product expertise and hardware to tackle some of healthcare's biggest challenges, and was responsible for organizing and innovating Google's various healthcare initiatives. Prior to Google, he served as President and CEO of Geisinger Health—a physician-led health system, and one of the nation's most innovative health services organizations. At Geisinger, Dr. Feinberg led an operational turnaround, and pushed the use of new platforms and tools, including an IT system called a Unified Data Architecture that allowed the company to integrate big data into existing data analytics and management systems. During his Geisinger tenure, Dr. Feinberg also introduced programs and services to put a greater focus on precision medicine and better patient care. Prior to Geisinger, Dr. Feinberg worked at UCLA for more than 20 years and served in a number of leadership roles, including President, CEO and Associate Vice Chancellor of UCLA Health Sciences, Vice Chancellor and CEO for the UCLA Hospital System, and CEO of UCLA's Ronald Reagan Medical Center. Throughout his career, Dr. Feinberg has been driven by a passion to leverage technology to better-enable providers to deliver the very best clinical care.

"Over the past few months, our Board conducted an extensive search for a CEO candidate with the expertise and ability to effectively capitalize on the opportunities in the market we serve," said Mitch Daniels, member of the Cerner Board and Chair of the Nominating, Governance and Public Policy Committee. "With his exceptional track record of leading and innovating programs to improve patient care, technology experience, and industry expertise, we believe Dr. Feinberg is the ideal CEO to lead Cerner in its next chapter of growth and success."

"On behalf of the entire Cerner Board and organization, I want to thank Brent for his dedicated service and commitment to transforming Cerner over the last three-plus years and express our appreciation that he will ensure a smooth transition," said William Zollars, lead independent director and incoming chairman of the Board. "We are fortunate to have someone with Dr. Feinberg's skills, vision and operational expertise to lead Cerner at such a pivotal time in our evolution. We are thrilled to welcome him to the Cerner family and look forward to benefiting from his insights and leadership as we continue evolving and executing our strategies."

"I am honored to join Cerner and look forward to working closely with Cerner's talented associates as we continue to profitably grow the business by driving global healthcare transformation," Dr. Feinberg said. "Throughout my career, I've been guided by the goal of improving patient health and reducing the complexity of the healthcare system. I am thrilled to join a company that is so uniquely well-positioned to provide technology solutions that enable clinicians to take better care of patients while driving better clinical, operational, and financial outcomes for organizations of all sizes. I look forward to expanding opportunities for Cerner clients and associates while affecting real change in healthcare and enhancing value for our shareholders."

"Cerner will be well-served under Dr. Feinberg's capable leadership," Mr. Shafer said. "Dr. Feinberg has had an exceptional career in healthcare, and his industry expertise, patient-centric mindset, and organizational leadership experience make him ideally qualified to lead the company through its next chapter. I am delighted to work closely with Dr. Feinberg as we begin the transition."



Mr. Zollars said, "I would like to thank Don for his impact at Cerner. He has helped shape the trajectory of the company and our role within the industry. We wish him the best in his future endeavors."

#### **About David Feinberg, M.D.**

In his most recent role, Dr. Feinberg served as Vice President of Google Health. Prior to that role Dr. Feinberg was President & CEO of Geisinger, one of the nation's most innovative health services organizations. While at Geisinger, David oversaw 13 hospital campuses, a 600,000-member health plan, research centers, and various initiatives aimed at better engaging patients around their health and well-being. Prior to Geisinger, Dr. Feinberg served as CEO of UCLA's hospitals and associate vice chancellor of UCLA Health Sciences, as well as president of UCLA Health System. Dr. Feinberg earned his undergraduate degree at the University of California, Berkeley. He graduated with distinction from the University of Health Sciences/Chicago Medical School. He completed an internship in pediatrics at Loyola University Medical Center, and residency and fellowship training in psychiatry, addiction psychiatry, and child and adolescent psychiatry at the UCLA School of Medicine. He earned a Master of Business Administration from Pepperdine University. A well-known national speaker and author of numerous articles and co-author of "ProvenCare," Dr. Feinberg is a member of the Alpha Omega Alpha Medical Honor Society, a Distinguished Fellow of American Psychiatric Association and received the Cancro Academic Leadership Award from the American Academy of Child & Adolescent Psychiatry.

#### **About William Zollars**

Mr. Zollars has been a member of the Cerner Board of Directors since May 2005 and has served as lead independent director since April 2019. Mr. Zollars is the former chairman, president and chief executive officer of YRC Worldwide (now known as YRC Freight). YRC Freight provides transportation and global logistics services. He was president of Yellow Transportation, Inc., from September 1996 through November 1999. Prior to that, Mr. Zollars was senior vice president of Ryder Integrated Logistics. He also held various executive positions with Eastman Kodak and serves on the board of directors of Prologis, Inc. Mr. Zollars has a bachelor's in economics from the University of Minnesota and is a member of Phi Beta Kappa.

Cerner's Board of Directors retained Heidrick & Struggles, a leading global executive search firm, to assist in its search process.

#### **About Cerner**

Cerner's health technologies connect people and information systems in thousands of worldwide facilities dedicated to creating smarter and better care for individuals and communities. Recognized globally for innovation, Cerner assists clinicians in making care decisions and assists organizations in managing the health of their populations. The company also offers an integrated clinical and financial system to help manage day-to-day revenue functions, as well as a wide range of services to support clinical, financial and operational needs, focused on people. For more information, visit Cerner.com, The Cerner Blog, The Cerner Podcast or connect on Facebook, Instagram, LinkedIn or Twitter. Nasdaq: CERN. **Smarter Care. Better Outcomes. Healthier You.**

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**Cerner's Internet Home Page :** [www.cerner.com](http://www.cerner.com)

*All statements in this press release that do not directly and exclusively relate to historical facts constitute forward-looking statements. These forward-looking statements are based on the current beliefs, expectations and assumptions of Cerner's management with respect to future events and are subject to a number of significant risks and uncertainties. It is important to note that Cerner's performance, and actual results, financial condition or business could differ materially from those expressed in such forward-looking statements. The words "believe", "opportunities" and "positioned" are intended to identify such forward-looking statements. For example, our forward-looking statements include statements regarding Cerner's future growth or success. Factors that could cause or contribute to such differences include, but are not limited to, the risks associated with the loss or recruitment and retention of key personnel or the failure to successfully develop and execute succession planning to assure transitions of key associates and their knowledge, relationships and expertise. Additional discussion of these and other risks, uncertainties and factors affecting Cerner's business is contained in Cerner's filings with the Securities and Exchange*

*Commission. The reader should not place undue reliance on forward-looking statements, since the statements speak only as of the date that they are made. Except as required by law, Cerner undertakes no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events, or changes in our business, results of operations or financial condition over time.*