

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) December 19, 2011

**ICU MEDICAL, INC.**

(Exact name of registrant as specified in its charter)

<b>DELAWARE</b> (State or other jurisdiction of incorporation)	<b>0-19974</b> (Commission File Number)	<b>33-0022692</b> (IRS Employer Identification No.)
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<b>951 Calle Amanecer, San Clemente, California</b> (Address of principal executive offices)	<b>92673</b> (Zip Code)
<b>(949) 366-2183</b>	

Registrant's telephone number, including area code

N/A

(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))
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**Item 1.01 Entry Into a Material Definitive Agreement.**

On December 19, 2011, ICU Medical, Inc. ("ICU Medical"), through its wholly owned subsidiary ICU Medical Sales, Inc., and Hospira, Inc. ("Hospira") signed Amendment 20 to the Supply and Distribution Agreement and the Third Amendment to the Co-Promotion and Distribution Agreement, each effective as of November 30, 2011, pursuant to which the parties extended two distribution agreements through December 31, 2018, as further described in the press release filed as Exhibit 99.1 hereto: "ICU Medical, Inc. Extends Two Distribution Agreements with Hospira, Inc."

The foregoing descriptions of Amendment 20 to the Supply and Distribution Agreement and the Third Amendment to the Co-Promotion and Distribution Agreement are not a complete description of said amendments, and are qualified in their entirety by reference to Amendment 20 to the Supply and Distribution Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference, and the Third Amendment to the Co-Promotion and Distribution Agreement, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

10.1	Amendment 20 to the Supply and Distribution Agreement, effective as of November 30, 2011, between ICU Medical Sales, Inc. and Hospira, Inc.
10.2	Third Amendment to the Co-Promotion and Distribution Agreement, effective as of November 30, 2011, between ICU Medical Sales, Inc. and Hospira, Inc.
99.1	Press release dated December 22, 2011.

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**SIGNATURE**

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

**ICU Medical, Inc.**

**/s/ SCOTT E. LAMB**

Scott E. Lamb

*Secretary, Treasurer and Chief Financial Officer*

Date: December 22, 2011

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## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Amendment 20 to the Supply and Distribution Agreement, effective as of November 30, 2011, between ICU Medical Sales, Inc. and Hospira, Inc.
10.2	Third Amendment to the Co-Promotion and Distribution Agreement, effective November 30, 2011, between ICU Medical Sales, Inc. and Hospira, Inc.
99.1	Press release dated December 22, 2011.

**AMENDMENT 20 TO THE  
SUPPLY AND DISTRIBUTION AGREEMENT**

This Amendment 20 (this "Amendment"), effective this 30th day of November, 2011 is made to the Supply and Distribution Agreement dated April 3, 1995, as amended, between ICU Medical Sales, Inc. ("ICU") and Hospira, Inc. ("Hospira") relating to the purchase and sales of certain Products (the "Agreement").

The parties agree to amend the Agreement as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined herein shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same was set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.
2. Extension of Term. The first sentence of Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement shall be effective on the Effective Date, and, unless otherwise terminated in accordance with Section 15, shall expire on December 31, 2018.

3. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective as of the date first written above upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.
4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. One or more counterparts of this Amendment may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof.

IN WITNESS WHEREOF, the parties, intending to be bound by the terms and conditions hereof, have caused this Amendment to be signed by their duly authorized representatives.

HOSPIRA, INC.  
By: /s/ Mike Ball  
Mike Ball  
Chief Executive Officer

ICU MEDICAL SALES, INC.  
By: /s/ George A. Lopez, M.D.  
George A. Lopez, M.D.  
Chief Executive Officer

**THIRD AMENDMENT  
TO THE  
CO-PROMOTION AND DISTRIBUTION AGREEMENT**

This Amendment 3 (this "Amendment"), effective this 30th day of November, 2011 is made to the Co-Promotion and Distribution Agreement dated February 27, 2001, as amended, between ICU Medical Sales, Inc. ("ICU") and Hospira, Inc. ("Hospira") (the "Agreement").

The parties agree to amend the Agreement as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined herein shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same was set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.
2. Extension of Term. The first sentence of Section 11.1 of the Agreement is hereby deleted in its entirety and replaced with the following:  
  

Unless earlier terminated as provided herein, the Term of this Agreement shall commence on the Effective Date and terminate on December 31, 2018.
3. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective as of the date first written above upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.
4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. One or more counterparts of this Amendment may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof.

IN WITNESS WHEREOF, the parties, intending to be bound by the terms and conditions hereof, have caused this Amendment to be signed by their duly authorized representatives.

HOSPIRA, INC.  
By: /s/ Mike Ball  
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Mike Ball  
Chief Executive Officer

ICU MEDICAL SALES, INC.  
By: /s/ George A. Lopez, M.D.  
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George A. Lopez, M.D.  
Chief Executive Officer

## ICU Medical, Inc. Extends Two Distribution Agreements with Hospira, Inc.

**SAN CLEMENTE, Calif.-December 22, 2011**-ICU Medical, Inc. (Nasdaq: ICU), a leader in the development, manufacture and sale of innovative medical technologies used in I.V. therapy, oncology and critical care applications, today announced that it has extended two primary distribution agreements with Hospira, Inc. (NYSE: HSP), through December 31, 2018.

Under the co-promotion and distribution agreement, which was initially signed in February 2001, ICU Medical manufactures all new custom infusion sets for sale by Hospira, and the two companies jointly promote the products under the name SetSource®. Under the supply and distribution agreement, which was initially signed in April 1995, Hospira purchases primarily CLAVE® and oncology products. The agreements maintain the current Hospira rights to distribute ICU Medical products worldwide with terms that previously extended to 2014.

Dr. George Lopez, founder and CEO of ICU Medical, Inc., commented, "We are very pleased to extend our two major distribution agreements with Hospira, which demonstrates their trust and confidence in our product offerings. Hospira has been our valuable partner for many years and we look forward to continuing our relationship and providing customers with access to our innovative CLAVE, oncology products, custom infusion sets, and other products worldwide."

Financial terms of the agreements were not disclosed.

### About ICU Medical, Inc.

ICU Medical, Inc. (Nasdaq: ICU) develops, manufactures and sells innovative medical technologies used in I.V. therapy, oncology, and critical care applications. ICU Medical's products improve patient outcomes by helping prevent bloodstream infections, protecting healthcare workers from exposure to infectious diseases or hazardous drugs and monitor continuous cardiac output of critical care patients. The Company's complete product line includes custom I.V. systems, closed delivery systems for hazardous drugs, needleless I.V. connectors, catheters and cardiac monitoring systems. ICU Medical is headquartered in San Clemente, California. For more information, visit the Company's website at [www.icumed.com](http://www.icumed.com).

### About Hospira

Hospira, Inc. (NYSE: HSP), is the world's leading provider of injectable drugs and infusion technologies. Through its broad, integrated portfolio, Hospira is uniquely positioned to Advance Wellness™ by improving patient and caregiver safety while reducing healthcare costs. The company is headquartered in Lake Forest, Ill., and has approximately 14,000 employees. Learn more at [www.hospira.com](http://www.hospira.com).

### Forward Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements contain words such as "will," "expect," "believe," "could," "would," "estimate," "continue," "build," "expand" or the negative thereof or comparable terminology, and may include (without limitation) information regarding the Company's expectations, goals or intentions regarding the future, including, but not limited to, statements regarding the Company's expectations regarding its relationship with Hospira and customer access to the Company's products. These forward-looking statements are based on Management's current expectations, estimates, forecasts and projections about the Company and assumptions Management believes are reasonable, all of which are subject to risks and uncertainties that could cause actual results and events to differ materially from those stated in the forward-looking statements. These risks and uncertainties include, but are not limited to, decreased demand for the Company's products, increased competition from competitors, lack of continued growth or improving efficiencies and unexpected changes in the Company's arrangements with its largest customers. Future results are subject to risks and uncertainties, including the risk factors, and other risks and uncertainties, described in the Company's filings with the Securities and Exchange Commission, which include those in the Annual Report on Form 10-K for the year ended December 31, 2010 and the Quarterly Report on Form 10-Q for the quarter ended September 30, 2011. Forward-looking statements contained in this press release are made only as of the date hereof, and the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

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