

**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): March 16, 2012

InfuSystem Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35020
(Commission
File Number)

20-3341405
(I.R.S. Employer
Identification No.)

31700 Research Park Drive
Madison Heights, Michigan 48071
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(248) 291-1210**

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))

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

(b) James M. Froisland has resigned as Chief Financial Officer of InfuSystem Holdings, Inc. (the "Company") effective March 16, 2012.

(c) The Board of Directors of the Company has appointed Jonathan P. Foster to the position of Chief Financial Officer of the Company, effective March 16, 2012.

Mr. Foster, age 48, has held a variety of executive and senior financial positions with public and private companies. From 2011 to 2012, Mr. Foster served as Interim Director of Finance & Accounting for LSG Sky Chefs USA, Inc., in Dallas, Texas, a subsidiary of LSG Lufthansa Service Holding AG, headquartered in Germany. From 2000 to 2011, Mr. Foster served as majority owner and President of United Credit, Inc. and as founder and Chief Executive Officer of two other companies focused on the consumer finance and collateral protection insurance markets, Advance Today, LLC, and Furobos Reinsurance Ltd. Mr. Foster was the Chief Financial Officer and Executive Vice President of Drypers Corporation, a global consumer products company with operations in North and South America, Asia, and Europe, from 1996 to 2000. From 1991 to 1996, Mr. Foster served as Chief Financial Officer of Dickson Weatherproof Nail Company, a private company based in Houston and Chicago, and in controller and treasurer positions with divisions of Schlumberger Ltd. Mr. Foster began his accounting career in 1985 with the Enterprise Group of Deloitte & Touche LLP in Charlotte, North Carolina, and later became a manager in their Middle Market Group in Atlanta, Georgia. Mr. Foster is a Certified Public Accountant in South Carolina and is a member of the AIPCA, from which he received a Chartered Global Management Accountant designation. Mr. Foster earned his B.S. in Accounting from Clemson University. Mr. Foster has served on the Board of Directors for the Easley Baptist Hospital Foundation since 2006 and has also served in public office as a member of the Board of Financial Institutions for the State of South Carolina since 2006.

The Board of Directors has concluded that Mr. Foster brings a diverse financial background as a former Chief Financial Officer with operational expertise with high growth and start-up companies.

In connection with his appointment, on March 16, 2012, Mr. Foster entered into an agreement with the Company pursuant to which the Company will pay him \$50,000 per month for the next six months, after which time Mr. Foster and the Company have agreed to discuss more permanent compensation arrangements. The foregoing description of the agreement is qualified in its entirety by the copy of such agreement filed as Exhibit 10.1 to this Form 8-K and incorporated by reference herein. The Compensation Committee of the Company's Board of Directors, after consultation with an independent compensation consultant, approved Mr. Foster's compensation.

A copy of the press release announcing Mr. Foster's appointment as Chief Financial Officer is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 Agreement with Jonathan P. Foster, dated March 16, 2012.
- 99.1 Press Release of InfuSystem Holdings, Inc. dated March 16, 2012.

Signature

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.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Sean McDevitt
Sean McDevitt
Chairman and Chief Executive Officer

Dated: March 23, 2012

Index to Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Agreement with Jonathan P. Foster, dated March 16, 2012.
Exhibit 99.1	Press Release of InfuSystem Holdings, Inc. dated March 16, 2012.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into effective as of the 16th day of March, 2012 (the "Effective Date"), by and between InfuSystem Holdings, Inc., a Delaware corporation, having a business address of 2450 South Shore Blvd., Suite 402, League City, Texas 77573 (the "Company"), and Jonathan P. Foster, having a business address of 109 Red Berry Lane, Easley, South Carolina 29642 ("Consultant").

WITNESSETH:

WHEREAS, the Company is desirous of Consultant providing certain services to the Company, and Consultant desires to provide such services to the Company;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Services. The Company hereby retains Consultant to serve as the Company's Chief Financial Officer effective as of the Effective Date and to exercise such authority, perform such executive duties and functions and discharge such responsibilities as the Chief Executive Officer of the Company may from time to time determine, consistent with the Consultant's position in the Company.

2. Compensation. In consideration for the services provided by the Consultant hereunder, the Company shall pay the Consultant a fee of \$25,000 on the 15th day of each month during the Term and \$25,000 on the last day of each month during the Term. The Company agrees to begin with a payment of \$25,000 on March 16, 2012. The Consultant agrees to waive participation in all of Company's employee benefit plans, programs or arrangements, to the extent legally possible without violating the terms of any such plans, programs or arrangements, and sign any documentation that may be necessary to effect such waiver.

3. Expenses. The Company agrees to reimburse the Consultant for all expenses reasonably and actually incurred by the Consultant in performing services under this Agreement, including but not limited to travel, maintaining necessary certifications, cell phone and office supplies, in accordance with Company policy as applicable to other executive officers.

4. Term; Termination. This Agreement shall be effective as of the Effective Date and shall continue until September 15, 2012 (the "Term"). Prior to expiration of the Term, the Company may terminate this Agreement and the Consultant's engagement hereunder, provided that unless such termination is for Cause, the Company will not be relieved of its obligation to make the payments as scheduled pursuant to paragraph 2 through the expiration of the Term. For purposes of the foregoing, Cause shall mean the Consultant's: (i) material failure, refusal, or neglect to perform his reasonable responsibilities as Chief Financial Officer, (ii) conviction of a felony or crime involving moral turpitude, or (iii) gross negligence or willful misconduct that has an adverse effect upon the Company; provided that with respect to (i) and (iii) above, to the extent curable, the Company shall first provide the Executive with 30 days advance written notice of a proposed termination for Cause, and an opportunity to cure the conduct giving rise to the proposed termination for Cause within such 30 day period.

5. Possible Employment at End of Term. The parties acknowledge that at the end of the Term it is anticipated that the Company will hire the Consultant as a permanent employee to serve as the Chief Financial Officer of the Company, if the Company then needs a permanent Chief Financial Officer and if the Consultant has performed satisfactorily during the Term. The parties will enter into an employment agreement at that time on terms to be negotiated by the parties.

6. Cooperation with the Company. The Consultant shall cooperate and work with the Company in connection with the Consultant's activities under this Agreement. The Consultant shall keep the Company informed as to the Consultant's activities under this Agreement. Unless otherwise instructed in writing, Consultant shall report to, and deal with, the Chief Executive Officer of the Company in connection with his performance hereunder.

7. Relationship of the Parties; Taxes. Both the Company and Consultant agree that Consultant will act as an independent contractor in the performance of his duties under this Agreement. Nothing contained in this Agreement shall be deemed to constitute a relationship of agency, joint venture, partnership or any other relationship than that specified. Amounts payable hereunder shall be subject to applicable withholding taxes.

8. Indemnification. During the Term and thereafter, the Company shall indemnify the Consultant to the fullest extent permitted by applicable law, and the Consultant shall be entitled to the protection of insurance policies the Company may elect to maintain generally for the benefit of its officers, with respect to all costs, charges and expenses whatsoever incurred or sustained by the Consultant in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been an officer of the Company or having served any other enterprise as a director, officer or employee at the request of the Company. The Company shall maintain director and officer insurance at reasonable and customary levels which shall also cover the Consultant.

9. Notice. For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, via overnight courier or by United States mail, certified or registered, return receipt requested, postage prepaid, to the respective business addresses set forth in the opening paragraph of this Agreement.

10. Modification, Waiver, Amendments. No provision of this Agreement may be waived or discharged unless such waiver or discharge is agreed to in writing, signed by the Consultant and the Company. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of any similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No amendments, modifications or additions to this Agreement, including but not limited to any modification to the Term, shall be binding unless in writing and signed by all parties hereto.

11. Applicable Law. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of South Carolina, without regard to choice of law principles.

12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. Assignment, Delegation and Subcontracting. Neither party may assign, delegate or subcontract its rights or obligations under this Agreement without express written consent of the other party.

15. Counterparts. This Agreement may be executed in one 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.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement to be effective as of the day and year first hereinabove written.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Sean McDevitt

Name: Sean McDevitt

Its: Chief Executive Officer

CONSULTANT

/s/ Jonathan P. Foster

Jonathan P. Foster

**INVESTOR CONTACT:**

Pat LaVecchia
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MEDIA CONTACT:

Andrew Siegel / Scott Bisang
Joele Frank, Wilkinson Brimmer Katcher
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FOR IMMEDIATE RELEASE**INFUSYSTEM APPOINTS JONATHAN FOSTER AS CHIEF FINANCIAL OFFICER**

League City, TX, Mar. 16, 2012 — InfuSystem Holdings, Inc. (NYSE Amex: INFU) (“Company”), the leading national provider of infusion pumps and related services, today announced the appointment of Jonathan Foster to the position of Chief Financial Officer, effective immediately. Mr. Foster succeeds Jim Froisland, who has served as InfuSystem’s Chief Financial Officer on an interim basis since December 10, 2010. Mr. Froisland will stay with the Company for the next several months to ensure a smooth transition.

“Jon’s more than 20 years of senior financial leadership and his extensive knowledge of public company operations, financing, forecasting, and mergers and acquisitions will be valuable to InfuSystem and our stockholders,” said Sean McDevitt, Chairman and CEO. “Jon has a track record of improving performance at rapidly growing companies like InfuSystem, and we are confident that he will help advance our objective of becoming a significant leader in the infusion and pre-owned medical equipment markets.”

“On behalf of the Board and other senior members of management, I’d like to thank Jim for his many contributions to InfuSystem, including his efforts leading the systems integration of our acquisition of First Biomedical, Inc. Jim has been an asset to the Company and a strong interim manager of our financial functions. Today, InfuSystem is well-positioned for long-term success,” Mr. McDevitt concluded.

Mr. Foster most recently served as a consultant to the Chief Financial Officer of LSG Sky Chefs, USA, Inc., a subsidiary of Deutsche Lufthansa AG and the world’s largest provider of airline catering and in-flight services. Prior to that, from 2000-2011, he was majority owner and President of United Credit, Inc. & Advance Today, Inc., a privately owned consumer finance company with four locations. During his time there, Mr. Foster successfully doubled revenue, tripled the firm’s loan base and strengthened business operations and profitability. From 1996-2000, Mr. Foster served as Executive Vice President and Chief Financial Officer of Drypers Corporation, a publicly traded global consumer products company with more than 2,000 employees internationally and \$460 million in revenue. He previously served as Chief Financial Officer of Dickson Weatherproof Nail Company, Controller & Treasurer of Schlumberger Industries, and as a Manager for Deloitte & Touche. Mr. Foster holds a B.S. in Accounting from Clemson University and is a Certified Public Accountant.

About InfuSystem Holdings, Inc.

InfuSystem Holdings, Inc. is the leading provider of infusion pumps and related services to hospitals, oncology practices and other alternate site healthcare providers. Headquartered in Madison Heights,

Michigan, the company delivers local, field-based customer support, and also operates Centers of Excellence in Michigan, Kansas, California, and Ontario, Canada. The company's stock is traded on the NYSE Amex under the symbol INFU.

Forward-Looking Statements

Except for the historical information contained herein, the matters discussed in this press release are forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from those predicted by such forward-looking statements. These risks and uncertainties include general economic conditions, as well as other risks, detailed from time to time in the company's publicly filed documents.