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): April 20, 2017

BIOSCRIP, INC.

(Exact name of Registrant as specified in its charter)

Delaware	001-11993	05-0489664
(State of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1600 Broadway, Suite 700, Denver, Colorado	80202
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (720) 697-5200

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:

☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

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. ☐

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

On April 20, 2017, BioScrip, Inc. (the "Company") announced that Stephen M. Deitsch has been appointed as the Senior Vice President, Chief Financial Officer and Treasurer of the Company, effective April 24, 2017. Mr. Deitsch succeeds Jeffrey Kreger, who stepped down from his roles as Senior Vice President, Chief Financial Officer and Treasurer effective April 24, 2017.

Mr. Deitsch, 45, joins the Company with extensive strategic and operational financial leadership experience, including over twelve years in the healthcare industry at medical technology companies Zimmer Biomet (NYSE: ZBH), Biomet (which merged with Zimmer Holdings in 2015) and Lanx (which Biomet acquired in October 2013). Mr. Deitsch served as the Chief Financial Officer of the Zimmer Biomet Spine, Bone Healing, and Microfixation business from July 2014 to July 2015 and as Vice President Finance, Biomet Corporate Controller from February 2014 to July 2014. Mr. Deitsch was the Chief Financial Officer of Lanx from September 2009 until it was acquired by Biomet in October 2013. From 2002 to 2009, Mr. Deitsch also served in various senior financial leadership roles at Zimmer Holdings, Inc., including Vice President Finance, Reconstructive and Operations, and Vice President Finance, Europe. Most recently, since August of 2015, Mr. Deitsch has served as Executive Vice President, Chief Financial Officer and Corporate Secretary of Coalfire, Inc., a portfolio company of The Carlyle Group, and a high growth leader in cyber risk advisory services.

The Company has provided to Mr. Deitsch an offer letter, dated as of April 10, 2017, that provides for Mr. Deitsch's salary and benefits (the "Offer Letter"). The Offer Letter is subject to certain conditions, which were satisfied on April 20, 2017.

Mr. Deitsch's annual salary will be $375,000, and he is eligible to participate in the Company's Management Incentive Bonus Program, provided that he remain continuously employed with the Company through the date that the bonus is paid. Mr. Deitsch is eligible for a bonus of up to 80% of his base salary, as determined by the Company and the Board of Directors of the Company (the "Board"), and subject to corporate, departmental and individual objectives being met. His participation in the 2017 Management Incentive Bonus Plan will be prorated based on his hire date.

Subject to the approval of the Compensation Committee of the Board, Mr. Deitsch will be granted equity awards consisting of 215,909 options to purchase Company stock, par value $0.0001 per share, and 133,803 performance-based restricted stock units, subject to the performance goals currently applicable to the Company's current Long-Term Incentive Plan. In addition, Mr. Deitsch will receive 35,211 performance-based restricted stock units, the vesting of which will be based on successful completion of certain agreed-upon milestones within the first six months of his employment.

In the event of a change in control, all performance goals (other than those relating to the value of the Company's common stock) pertaining to Mr. Deitsch's outstanding performance-based awards will be deemed to have been achieved at target and all time-based vesting requirements will lapse in their entirety, provided that the determination of whether any performance goals related to the value of the Company's common stock have been achieved will be made by reference to the value of the Company's common stock on or as of the date of the change in control. Mr. Deitsch will be permitted to participate in all employee benefits plans, policies, and practices now or hereafter maintained by or on behalf of the Company, commensurate with his position and level of individual contribution, if and to the extent he is eligible pursuant to the terms of such plans, policies, and practices, which may be modified by the Company at its discretion.

The Company and Mr. Deitsch also executed a Severance Agreement in connection with the Offer Letter, which provides that, subject to certain conditions, if Mr. Deitsch's employment is terminated by the Company other than for "Cause," as defined in the Severance Agreement, Mr. Deitsch will be entitled to receive salary continuation payments for 52 weeks following the date Mr. Deitsch executes the Company's standard Separation and Release Agreement.

A copy of the Offer Letter is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter.

Item 7.01. Regulation FD Disclosure.

On April 20, 2017, the Company issued a press release announcing Mr. Deitsch's appointment as the Senior Vice President, Chief Financial Officer and Treasurer of the Company, a copy of which is furnished as Exhibit 99.1 to this report.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. The information in this Item 7.01, including Exhibit 99.1, shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Offer Letter, dated as of April 10, 2017, by and between BioScrip, Inc. and Stephen M. Deitsch.
99.1	Press Release dated April 20, 2017.

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.

BIOSCRIP, INC.

Date: April 20, 2017

/s/ Kathryn Stalmack

By: Kathryn Stalmack
Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description
10.1	Offer Letter, dated as of April 10, 2017, by and between BioScrip, Inc. and Stephen M. Deitsch.
99.1	Press Release dated April 20, 2017.

April 10, 2017

Stephen M. Deitsch, CPA
smdeitsch@gmail.com

Dear Stephen,

We are pleased to confirm your offer of employment for the position of SVP, Chief Financial Officer (CFO) with BioScrip, Inc. (together with its subsidiaries, the "Company"), reporting to Dan Greenleaf, President and CEO. As discussed, we would like your employment to begin on or around April 24, 2017.

This offer includes an annual salary of $375,000 base (bi-weekly salary of $14,423.08), subject to applicable taxes and other withholdings. You are also eligible to participate in BioScrip's Management Incentive Bonus Program as long as you remain continuously employed with BioScrip through the date that the bonus is paid. You would be eligible for a bonus up to 80% of your base salary with the pool determined by the Company and the Board of Directors and subject to corporate, departmental and individual objectives being met. Your participation in the 2017 Management Incentive Bonus Plan—assuming Company achievement of the objectives established in that plan—will be prorated based on your hire date. This plan is subject to change. You will not accrue Paid Time Off, but rather will be eligible to take time off from work, without reduction in salary, in accordance with Company policy applicable to executives. You will be eligible to take at least 20 days off from work annually (prorated for 2017), in addition to all Company holidays, provided, however, that any unused time off in any year will not be carried over to any subsequent year and you will not be paid for unused time off when your employment ends.

In the event of the termination of your employment by the Company (or any successor) other than for "Cause," as defined in the attached Severance Agreement (attached as Exhibit A), upon execution of the Company's standard Separation and Release Agreement, you will be entitled to receive severance payments in accordance with the terms of the attached Severance Agreement.

Subject to approval of the Compensation Committee of the Board of Directors, you will be granted equity awards consisting of 215,909 options to purchase Company stock, par value $0.0001 per share, and 133,803 performance-based restricted stock units, subject to the performance goals currently applicable to the Company's current LTI plan. In addition, you will receive 35,211 performance-based restricted stock units, the vesting of which will be based on your successful completion of certain agreed-upon milestones within the first six months of your employment.

In the event of a change in control, all performance goals (other than those relating to the value of BioScrip's common stock) pertaining to outstanding performance based awards will be deemed to have been achieved at target and all time-based vesting requirements will lapse in their entirety; provided that the determination of whether any performance goals related to the value of BioScrip's common stock have been achieved will be made by reference to the value of BioScrip's common stock on or as of the date of the Change in Control.

During the term of your employment, you will be permitted to participate in all employee benefits plans, policies, and practices now or hereafter maintained by or on behalf of the Company, commensurate with your position and level of individual contribution, if and to the extent you are eligible pursuant to the terms of such plans, policies, and practices (which may be modified by the Company) at its discretion. As a point of clarification, you will be eligible for medical coverage under our benefits programs on the first day of the month following 30 days of employment.

This offer is contingent upon the satisfactory results of your reference check, background check, and confidential drug screening examination. Following return of your signed offer documents, you will be provided with a link to complete an online profile, authorize pre-employment screenings and complete a drug test. Please be advised you will need to complete your background check profile within two days of accepting your offer of employment and complete your drug screen within three business days of selecting a site. Delays may interfere with your anticipated start date or result in a withdrawal of your offer of employment.

As a condition of employment, you also will be required to review, complete, and sign the enclosed Confidentiality Agreement and Restrictive Covenants Agreement.

In accordance with federal immigration law, you will be required to provide documentary evidence of your identity and eligibility to work in the United States. You will have three business days from your first day of employment to complete an I-9 Form and furnish the required documentation as a condition of continued employment.

By signing below, you represent and warrant to the Company that you are not a party to any written or oral agreement, understanding, or arrangement that would prevent you from fully and properly performing your employment duties for the Company (e.g., you are not subject to any noncompete or nonsolicitation covenants or agreements, nor are you subject to any invention, proprietary rights, or confidentiality agreements or obligations that would prevent you from doing what you are supposed to do for the Company). The enclosed Reminder Regarding Proper Treatment of Your Former Employer's Property and Information, provides additional information regarding the Company's understanding and expectations. If you are unable to make the representations contained in this Paragraph, you must immediately provide to me a written explanation of your reasons, as well as a copy of any applicable documents, including, but not limited to, any restrictive covenant agreements to which you are a party. Under these circumstances, the nature and extent of any restrictions on your ability to perform your job for the Company will need to be evaluated before the Company can hire you.

For clarification and the protection of both you and the Company, you acknowledge that this letter and the enclosed documents represent the sole agreement between you and the Company relating to the terms of the Company's offer of employment to you. This letter supersedes all other promises, representations, and/or understandings relating to the Company's prospective employment of you. You also acknowledge that your employment with the Company is "at will," meaning that both you and the Company may terminate the employment relationship at any time and for any reason, with or without advance notice. No Company representative has the authority to enter into any agreement with you to the contrary, with the exception of the Company's Vice President of Human Resources who may only do so in a writing signed by both you and the Vice President of Human Resources.

Congratulations again on your offer to join BioScrip, Inc. To confirm your acceptance of this offer, please sign this letter and the applicable enclosures and return to Bet Rosa at bet.rosa@Bioscrip.com by April 12, 2017. Please be advised that your failure to return the executed documents to me by that date will result in the withdrawal of this offer. If you have any questions please do not hesitate to call me.

Sincerely,

Daniel Greenleaf
President and CEO
BioScrip, Inc.

I accept the offer as stated.

/s/ Stephen M. Deitsch	4-10-17
Stephen M. Deitsch, CPA	Date Signed

Enclosures: Confidentiality Agreement
Reminder Regarding Proper Treatment of Your Former Employer's Property and Information
Voluntary Self-Identification of Disability
Invitation to Self-Identify under VEVRAA
Restrictive Covenants Agreement
Severance Agreement

SEVERANCE AGREEMENT
(Exhibit to Offer Letter of Stephen M. Deitsch)

This will confirm the agreement between Stephen M. Deitsch (“You”) and BioScrip, Inc. (together with its subsidiaries, the “Company”) that, if You are terminated by the Company other than for “Cause” (as defined below), upon execution and return to the Company of the Company’s standard Separation and Release Agreement (provided You execute and return the Separation and Release Agreement by the 60th day following your date of separation of employment with the Company (the “Separation Date”) and You do not exercise any right of revocation that You may have under such Separation and Release Agreement), You will be entitled to receive salary continuation payments in accordance with the terms of this Severance Agreement for Fifty-two (52) weeks following the effective date of the Separation and Release Agreement (the “Severance Period”).

The salary continuation payments shall be subject to applicable taxes and other lawful withholdings. The payments shall commence as soon as administratively practicable following the effective date of the Separation and release Agreement (but no later than the 90th day following the Separation Date), and shall be payable in accordance with the Company’s normal payroll schedule and practices in equal installments for the Severance Period.

For purposes of this Severance Agreement, “Cause” shall mean any of the following: (a) your gross negligence, insubordination, or intentional misconduct in connection with the performance of your job duties, (b) your conviction of, or plea of guilty or *nolo contendere* to, any felony or crime involving moral turpitude, (c) your violation of the Company’s substance abuse policy, (d) your breach of any material provision of this or any other agreement between You and the Company, or (e) your violation of any rule or regulation of any government agency, or self-regulatory body, applicable to the Company’s business.

Except as expressly provided herein, upon separation from employment with the Company for any reason, whether voluntarily or involuntarily, You shall be entitled only to your base salary earned through the Separation Date and any accrued, but unpaid business expenses owed pursuant to Company policy and any amounts earned but unpaid under any written retention bonus agreement between you and the Company, and You shall not be entitled to any further base salary or any applicable bonus, benefits, or other compensation for that year or any future year, and no other benefits shall accrue or vest subsequent to such date, except as may be required by applicable law or provided in an applicable benefit plan or program.

To the extent that any regulations or other guidance issued under Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), would result in your being subject to payment of taxes, interest, or penalties under Section 409A, You and the Company agree to use our best efforts to amend this Severance Agreement in order to avoid or limit the imposition of any such taxes, interest, or penalties, while maintaining to the maximum extent practicable the original intent of the applicable provisions; provided, however, that the Company does not guarantee that You will not be subject to taxes, interest, or penalties under Section 409A with respect to any payments made pursuant to this Severance Agreement.

References to termination of employment or similar terms hereunder shall mean a “separation from service” within the meaning of Section 409A. For purposes of Section 409A, the right to each salary continuation payment hereunder shall be treated as a right to a separate payment. It is intended that salary continuation payments (in the order received) shall be considered exempt from the application of Section 409A to the extent they may be characterized as either short-term deferrals (as defined in Treasury Regulation § 1.409A-1(b)(4)) or involuntary separation pay (as defined in Treasury Regulation § 1.409A-1(b)(9)), and this Severance Agreement shall be construed accordingly.

This Severance Agreement shall remain in effect and be binding upon any successor or assign of the Company, including any entity that (whether directly or indirectly, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) is the survivor of the Company or that acquires the Company and/or substantially all the assets of the Company, and such successor entity shall be deemed the “Company” for purposes of this Severance Agreement.

This Severance Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Severance Agreement shall be construed in accordance with, and its interpretation shall otherwise be governed by, the laws of the State of Colorado, where the Company is headquartered, without giving effect to principles of conflicts of law.

Kindly signify your agreement to the foregoing by signing below and forwarding an executed copy for our files.

By: /s/ Bettyanne Rosa
Bettyanne Rosa
Senior Vice President, Human Resources

Agreed and Accepted
on this 10th day of April, 2017

/s/ Stephen M. Deitsch
Stephen M. Deitsch

cc: Kathryn Stalmack, Senior Vice President and General Counsel

Exhibit 99.1

BioScrip Announces CFO Transition

Appoints Stephen M. Deitsch as Senior Vice President, Chief Financial Officer and Treasurer

DENVER, April 20, 2017 -- BioScrip, Inc. (NASDAQ:BIOS) ("BioScrip" or the "Company"), a leading national provider of infusion and home care management solutions, today announced the appointment of Stephen M. Deitsch to the positions of Senior Vice President, Chief Financial Officer and Treasurer, effective April 24, 2017. Mr. Deitsch succeeds Jeffrey Kreger, who stepped down from his roles as Senior Vice President, Chief Financial Officer and Treasurer. Mr. Kreger will be working with the Company to ensure a smooth transition.

Mr. Deitsch joins BioScrip with extensive strategic and operational financial leadership experience, including over twelve years in the healthcare industry at Zimmer Biomet, Biomet (which merged with Zimmer Holdings in 2015) and Lanx (which Biomet acquired in October 2013). Mr. Deitsch served as the Chief Financial Officer of the Zimmer Biomet Spine, Bone Healing, and Microfixation business and as Vice President Finance, Biomet Corporate Controller. Mr. Deitsch was the Chief Financial Officer of Lanx from September 2009 until it was acquired by Biomet. From 2002 to 2009, Mr. Deitsch also served in various senior financial leadership roles at Zimmer Holdings, Inc., including Vice President Finance, Reconstructive and Operations, and Vice President Finance, Europe. Most recently, since August of 2015, Mr. Deitsch has served as Executive Vice President, Chief Financial Officer and Corporate Secretary of Coalfire, Inc., a portfolio company of The Carlyle Group, and a high growth leader in cyber risk advisory services.

“On behalf of our board and management team, I am excited to welcome Steve to BioScrip,” said Daniel E. Greenleaf, President and Chief Executive Officer. “Steve has strong financial and operational experience with both public and privately held healthcare companies, and a proven track record of driving profitable growth, achieving targeted metrics, and motivating strong team performance. We appreciate Jeff’s leadership and contributions over the past two years, and given the strength of the finance organization he helped build, we anticipate a seamless transition. Additionally, we reiterate our 2017 adjusted EBITDA forecast of $45 million to $55 million.”

“I am committed to helping BioScrip achieve its financial and operational goals,” said Stephen M. Deitsch. “BioScrip is uniquely positioned in the growing home infusion market, and I am looking forward to unlocking the profit potential of the business and maximizing value for our shareholders.”

About BioScrip

BioScrip, Inc. is a leading national provider of infusion and home care management solutions. BioScrip partners with physicians, hospital systems, skilled nursing facilities, healthcare payors, and pharmaceutical manufacturers to provide patients access to post-acute care services. BioScrip operates with a commitment to bring customer-focused pharmacy and related healthcare infusion therapy services into the home or alternate-site setting. By collaborating with the full spectrum of healthcare professionals and the patient, BioScrip provides cost-effective care that is driven by clinical excellence, customer service, and values that promote positive outcomes and an enhanced quality of life for those it serves.

Forward-Looking Statements - Safe Harbor

This press release includes statements that may constitute "forward-looking statements," that involve substantial risks and uncertainties, including the statements regarding 2017 guidance and other statements regarding the Company's plans and strategies. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts. In some cases, forward-looking statements can be identified by words such as "may," "should," "could," "anticipate," "estimate," "expect," "project," "outlook," "aim," "intend," "plan," "believe," "predict," "potential," "continue" or comparable terms. Because such statements inherently involve risks and uncertainties, actual future results may differ materially from those expressed or implied by such forward-looking statements. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those in the forward-looking statements as a result of various factors. Important factors that could cause or contribute to such differences include but are not limited to risks associated with: the Company's ability to integrate the acquisition of Home Solutions, the Company's ability to grow its core Infusion revenues, the Company's ability to continue to experience positive results from its financial improvement plan to reduce operating costs; the Company's ability to comply with the covenants in its debt agreements; the UnitedHealthcare contract termination, including potential accounting charges and impacts on other contract provisions and their associated revenue; the success of the Company's initiatives to mitigate the impact of the Cures Act on its business; reductions in federal, state and commercial reimbursement for the Company's products and services; increased government regulation related to the health care and insurance industries; as well as the risks described in the Company's periodic filings with the Securities and Exchange Commission. The Company does not undertake any duty to update these forward-looking statements after the date hereof, even though the Company's situation may change in the future. All of the forward-looking statements herein are qualified by these cautionary statements.

Note Regarding Use of Non-GAAP Financial Measures

This press release includes projected adjusted EBITDA, which is a non-GAAP financial measure. Adjusted EBITDA is not a measurement of financial performance under GAAP and should not be used in isolation or as a substitute or alternative to net income, operating income or any other performance measure derived in accordance with GAAP, or as a substitute or alternative to cash flow from operating activities or a measure of the Company's liquidity. In addition, the Company's definition of adjusted EBITDA may not be comparable to similarly titled non-GAAP financial measures reported by other companies. Adjusted EBITDA, as defined by the Company, represents net income before net interest expense, income tax expense, depreciation and amortization, impairment of goodwill, stock-based compensation expense, and restructuring, integration and other expenses. As part of restructuring, the Company may incur significant charges such as the write down of certain long−lived assets, temporary redundant expenses, retraining expenses, potential cash bonus payments and potential accelerated payments or terminated costs for certain of its contractual obligations. Management believes that adjusted EBITDA provides useful supplemental information regarding the performance of BioScrip's business operations and facilitates comparisons to the Company's historical operating results. The Company's March 3, 2017 earnings release provides a reconciliation of projected adjusted EBITDA to expected results.

For Further Information:

Investor Contacts

David Clair
ICR, Inc.
(646) 277-1266
david.clair@icrinc.com