

**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) May 18, 2011**

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**BIOSCRIP, INC.**  
**(Exact name of Registrant as specified in its charter)**

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**Delaware**  
**(State of Incorporation)**

**0-28740**  
**(Commission File Number)**

**05-0489664**  
**(I.R.S. Employer  
Identification No.)**

**100 Clearbrook Road, Elmsford, New York**  
**(Address of principal executive offices)**

**10523**  
**(Zip Code)**

**Registrant's telephone number, including area code: (914) 460-1600**

**N/A**  
**(Former name or former address, if changed since last report)**

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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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On May 18, 2011, BioScrip, Inc. (referred to herein as “the Company”) entered into the First Amendment and Waiver (the "Amendment") to its Amended and Restated Credit Agreement (the “Amended and Restated Credit Agreement”) dated as of December 28, 2010, by and among the Company, as borrower, all of its subsidiaries as subsidiary guarantors thereto, the lenders party thereto, Healthcare Finance Group, LLC, as administrative agent for the lenders, as collateral agent and as collateral manager for the secured parties, and the other entities party thereto.

The Amendment amends certain of the reporting requirements of the Company set forth in the Amended and Restated Credit Agreement and waives any prior non-compliance relating to such reporting requirements.

The foregoing description of the Amendment is qualified in its entirety by the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits**

The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment and Waiver to the Amended and Restated Credit Agreement, dated as of May 18, 2011

**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: May 23, 2011

/s/ Barry A. Posner  
\_\_\_\_\_  
By: Barry A. Posner  
Executive Vice President, Secretary and General Counsel

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
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10.1

First Amendment to the Amended and Restated Credit Agreement, dated as of May 18, 2011

**FIRST AMENDMENT AND WAIVER  
TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

THIS FIRST AMENDMENT AND WAIVER, dated as of May 18, 2011 (“**First Amendment**”), to the SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 25, 2010, as amended and restated as of December 28, 2010 and as further amended and restated as of March 17, 2011 (as further amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), among BIOSCRIP, INC., a Delaware corporation (the “**Borrower**”), the Subsidiary Guarantors (as defined therein) party thereto, the lenders from time to time party thereto (the “**Lenders**”), HEALTHCARE FINANCE GROUP, LLC, as administrative agent for the Lenders, as collateral agent for the Secured Parties (as defined therein) (in such capacities, the “**Agent**”) and as collateral manager, the Issuing Lender (as defined therein) and certain other parties thereto. Unless otherwise defined herein, terms in the Credit Agreement are used herein as therein defined.

The Borrower has requested that the Lenders and the Agent (i) amend certain of the reporting requirements of the Borrower set forth in the Credit Agreement and (ii) waive certain prior non-compliance relating to such reporting requirements, and the Lenders and the Agent have agreed to such amendments and waivers, on the terms and subject to the conditions set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and subject to the fulfillment of the conditions set forth below, the parties hereto agree as follows:

**SECTION 1. AMENDMENTS TO CREDIT AGREEMENT.**

1.1. Effective as of the Effective Date (as defined below), Section 5.01(c) of the Credit Agreement is amended by adding the following parenthetical immediately following the phrase “Within 30 days after the end of each month” in the first line thereof : “(other than the end of a month that is also a fiscal quarter end or fiscal year end of the Borrower)”.

**SECTION 2. WAIVER.**

2.1. Effective as of the Effective Date, the Borrower’s failure to timely deliver (a) the monthly financial statements for the months ended December 31, 2010 and March 31, 2011 under Section 5.01(c) of the Credit Agreement (as in effect as of such times) and (b) the Compliance Certificates required to be delivered with respect to such financial statements under Section 5.01(d)(i) of the Credit Agreement, and any Defaults and Events of Default solely related to such failures, are hereby waived.

**SECTION 3. CONDITIONS PRECEDENT**

3.1. Effective Date of this First Amendment. This First Amendment shall become effective as of the date (the “**Effective Date**”) and at such time when the Agent shall have received fully executed counterparts of this First Amendment from the Borrower, the Subsidiary Guarantors and the Required Lenders.

## SECTION 4. MISCELLANEOUS

4.1. The Borrower and each Subsidiary Guarantor hereby certifies, represents and warrants that, after giving effect to this First Amendment, (i) each of the representations and warranties made by the Borrower and the Subsidiary Guarantors in the Credit Agreement or in any other Loan Document are true and correct in all material respects (or true and correct in all respects in the case of representations and warranties qualified by materiality or Material Adverse Effect) on and as of the date hereof with the same effect as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects (or true and correct in all respects in the case of representations and warranties qualified by materiality or Material Adverse Effect) on and as of such earlier date), (ii) no Default or Event of Default has occurred or is continuing, (iii) each of the Borrower and the Subsidiary Guarantors has requisite power and authority to execute and deliver this First Amendment, (iv) this First Amendment has been duly executed and delivered by each of the Borrower and the Subsidiary Guarantors and constitutes, a legal, valid and binding obligation of the Borrower and the Subsidiary Guarantors, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (v) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect.

4.2. The terms "Agreement", "hereof", "herein" and similar terms as used in the Credit Agreement and each reference in the other Loan Documents to "the Credit Agreement" "thereunder," "thereof" or words of like import referring to the Credit Agreement shall mean and refer to, from and after the effectiveness of this First Amendment, the Credit Agreement as amended by this First Amendment, and as it may in the future be amended, restated, modified or supplemented from time to time in accordance with its terms.

4.3. Except as specifically agreed herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Credit Agreement or any other Loan Document and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Credit Agreement and the other Loan Documents, as amended, waived or otherwise modified hereof, are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their terms from and after the date of this First Amendment.

4.4. Each Subsidiary Guarantor hereby ratifies its guarantee of the Guaranteed Obligations pursuant to the Guarantees and each of the Borrower and each Subsidiary Guarantor hereby ratifies its grant of a security interest in the Collateral in favor of the Agent made under the Loan Documents.

4.5. This First Amendment shall constitute a Loan Document under the Credit Agreement.

**4.6. THIS FIRST AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

4.7. The captions used herein are for convenience of reference only, are not part of this First Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this First Amendment.

4.8. Any provision of this First Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

4.9. This First Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this First Amendment by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this First Amendment.

4.10. The Loan Parties agree, jointly and severally, to pay, promptly upon demand all reasonable costs and expenses incurred by the Agent, including the reasonable fees, charges and disbursements of Advisors for the Agent, in connection with the preparation, negotiation, execution and delivery of this First Amendment.



**IN WITNESS WHEREOF**, the Loan Parties have caused this First Amendment to be duly executed by their respective Responsible Officers and the other parties hereby by their authorized signatories as of the day and year first above written.

**BIOSCRIP, INC.**, as Borrower

By: /s/ Barry A. Posner

Name: Barry A. Posner

Title: Executive Vice President, Secretary and General Counsel

**EACH SUBSIDIARY GUARANTOR SET  
FORTH ON ANNEX A**

By: /s/ Barry A. Posner

Name: Barry A. Posner

Title: Executive Vice President, Secretary and General Counsel

**HEALTHCARE FINANCE GROUP, LLC,**  
as Sole Lead Arranger, Administrative Agent, Collateral Agent and Collateral Manager

By: /s/ David F. Hyams  
Name: David F. Hyams  
Title: Chief Credit Officer

**HFG HEALTHCO-4 LLC,**  
as a Lender and as Swingline Lender

By: Master Healthco, LLC, its member

By: /s/ David F. Hyams  
Name: David F. Hyams  
Title: Chief Credit Officer

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as a Lender, Documentation Agent and as Issuing Bank

By: /s/ Dennis King  
Name: Dennis King  
Title: Vice President

**SIEMENS FINANCIAL SERVICES, INC.,**  
as a Lender

By: /s/ Anthony Casciano  
Name: Anthony Casciano  
Title: Senior Vice President

By: /s/ David Kantes  
Name: David Kantes  
Title: Senior Vice President and Chief Risk Officer

By: /s/ Jeffrey Thomas

Name: Jeffrey Thomas

Title: Duly Authorized Signatory

Annex A

Subsidiary Guarantors

BioScrip Infusion Services, Inc.  
Chronimed, LLC  
BioScrip Pharmacy, Inc.  
Bradhurst Specialty Pharmacy, Inc.  
BioScrip Pharmacy (NY), Inc.  
BioScrip PBM Services, LLC  
Natural Living, Inc.  
BioScrip Infusion Services, LLC  
BioScrip Nursing Services, LLC  
BioScrip Infusion Management, LLC  
BioScrip Pharmacy Services, Inc.  
CHS Holdings, Inc.  
Critical Homecare Solutions, Inc.  
Applied Health Care, LLC  
Cedar Creek Home Health Care Agency, Inc.  
Deaconess Enterprises, LLC  
Deaconess HomeCare, LLC  
East Goshen Pharmacy, Inc.  
Elk Valley Health Services, Inc.  
Elk Valley Home Health Care Agency, Inc.  
Elk Valley Professional Affiliates, Inc.  
Gericare, Inc.  
Infusion Partners, LLC  
Infusion Partners of Brunswick, LLC  
Infusion Partners of Melbourne, LLC  
Infusion Solutions, Inc.  
Knoxville Home Therapies, LLC  
National Health Infusion, Inc.  
New England Home Therapies, Inc.  
Option Health, Ltd.  
Professional Home Care Services, Inc.  
Regional Ambulatory Diagnostics, Inc.  
Scott-Wilson, Inc.  
South Mississippi Home Health, Inc.  
South Mississippi Home Health, Inc. – Region I  
South Mississippi Home Health, Inc. – Region II  
South Mississippi Home Health, Inc. – Region III  
Specialty Pharma, Inc.  
Wilcox Medical, Inc.

