

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 10-K/A
Amendment No. 1

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2013

OR

PERIODIC REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to

Commission file number: 0-28740



BioScrip, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State of incorporation)

100 Clearbrook Road, Elmsford NY

(Address of principal executive offices)

05-0489664

(I.R.S. Employer Identification No.)

10523

(Zip Code)

Registrant's telephone number, including area code:

914-460-1600

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

| Title of each class | Name of each exchange on which registered |
|--|--|
| Common Stock, \$0.0001 par value per share | NASDAQ Global Market |

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted to its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the registrant's Common Stock held by non-affiliates of the registrant as of June 28, 2013, the last business day of the registrant's most recently completed second fiscal quarter, was approximately \$776,433,834 based on the closing price of the Common Stock on the Nasdaq Global Market on such date.

On February 25, 2014, there were 68,187,087 shares of the registrant's Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for its 2014 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the close of the registrant's fiscal year are incorporated by reference into Part III of this Annual Report.

EXPLANATORY NOTE

BioScrip, Inc. (the “Company”) is filing this Amendment No. 1 on Form 10-K/A (this “Amendment No. 1”) to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (the “Original Filing”) filed with the Securities and Exchange Commission (the “SEC”) on March 3, 2014, solely for the purpose of correcting inadvertent clerical errors that caused (i) a superseded version of Exhibit 10.24 to be attached to the Original Filing and (ii) duplicated references to Exhibit 10.25 in the Original Filing, and amending Item 15 of the Original Filing to reflect such corrections to the attachments and the exhibit index.

This Amendment No. 1 includes currently dated certifications from the Company’s principal executive officer and principal financial officer pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act of 2002, attached hereto as Exhibits 31.1, 31.2, 32.1 and 32.2. Except as specifically referenced herein, this Amendment No. 1 reflects matters as they existed on the Original Filing date of March 3, 2014, does not modify or update disclosures presented in the Original Filing and does not reflect any event occurring after the date of the Original Filing or modify or update those disclosures. Accordingly, this Amendment No. 1 should be read in conjunction with the Original Filing and the Company’s filings with the SEC subsequent to the Original Filing, including any amendments to those filings.

PART IV

Item 15. Exhibits, Financial Statement Schedules and Reports on Form 8-K

1. Financial Statements *

2. Financial Statement Schedule *

* Previously filed with Original Filing

3. Exhibits

| Exhibit Number | Description | Location |
|----------------|---|----------|
| 2.1 | Agreement and Plan of Merger, dated as of January 24, 2010, by and among BioScrip, Inc. (the “Company”), Camelot Acquisition Corp., Critical Homecare Solutions Holdings, Inc., Kohlberg Investors V, L.P. (“Kohlberg Investors”), Kohlberg Partners V, L.P., Kohlberg Offshore Investors V, L.P., Kohlberg TE Investors V, L.P., KOCO Investors V, L.P. (collectively with Kohlberg Investors, Kohlberg Partners V, L.P., Kohlberg Offshore Investors V, L.P. and Kohlberg TE Investors V, L.P., the “Kohlberg Entities”), Robert Cucuel, Mary Jane Graves, Nitin Patel, Joey Ryan, Blackstone Mezzanine Partners II L.P. (“Blackstone”), Blackstone Mezzanine Holdings II L.P. (together with Blackstone, the “Blackstone Entities”), and S.A.C. Domestic Capital Funding, Ltd. (“S.A.C.”). Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission (the “SEC”) upon request. | (1) |
| 2.2 | Community Pharmacy and Mail Business Purchase Agreement, dated as of February 1, 2012, by and among Walgreen Co., Walgreens Mail Service, Inc., Walgreens Specialty Pharmacy, LLC, and Walgreen Eastern Co., Inc., the Company and subsidiaries of the Company listed on Annex A thereto (the “Pharmacy Business Purchase Agreement”). Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request. | (2) |
| 2.3 | Amendment No. 1, dated as of May 4, 2012, to the Pharmacy Business Purchase Agreement. | (3) |
| 2.4 | Stock Purchase Agreement, dated as of December 12, 2012, by and among HomeChoice Partners, Inc., DaVita HealthCare Partners Inc. Mary Ann Cope, R.Ph., Kathy F. Puglise, RN, CRNI, Joseph W. Boyd, R.Ph., Barbara J. Exum, PharmD and the Company. Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request. | (4) |
| 2.5 | Asset Purchase Agreement, dated as of June 16, 2013, among the Company, CarePoint Partners Holdings LLC (“CarePoint”), the direct and indirect subsidiaries of CarePoint, and the members of CarePoint. Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request. | (5) |
| 2.6 | Stock Purchase Agreement, dated as of February 1, 2014, by and among Elk Valley Professional Affiliates, Inc., South Mississippi Home Health, Inc., Deaconess Homecare, LLC, and the Buyers identifies on the signature pages thereto, the Company and LHC Group, Inc. Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request. | (6) |
| 3.1 | Second Amended and Restated Certificate of Incorporation. | (7) |
| 3.2 | Amendment to the Second Amended and Restated Certificate of Incorporation. | (8) |
| 3.3 | Amended and Restated By-Laws. | (9) |
| 4.1 | Specimen Common Stock Certificate. | (10) |
| 4.2 | Amended and Restated Rights Agreement, dated as of December 3, 2002 between the Company and American Stock Transfer and Trust Company (the “Rights Agent”), as Rights Agent (the “Rights Agreement”). | (11) |
| 4.3 | First Amendment, dated December 13, 2006, to the Rights Agreement, between the Company and the Rights Agent. | (12) |
| 4.4 | Second Amendment, dated March 4, 2009, to the Rights Agreement, as amended on December 13, 2006, between the Company and the Rights Agent. | (13) |
| 4.5 | Third Amendment, dated as of January 24, 2010, to the Rights Agreement, as amended on December 13, 2006 and March 4, 2009, between the Company and the Rights Agent. | (14) |
| 4.6 | Warrant Agreement, dated as of March 25, 2010, by and among the Company, the Kohlberg Entities, Robert Cucuel, Mary Jane Graves, Nitin Patel, Joey Ryan, Colleen Lederer, the Blackstone Entities and S.A.C. | (15) |
| 4.7 | Form of Cash-only Stock Appreciation Right Agreement. | (16) |
| 4.8 | Indenture, dated as of February 11, 2014, by and among the Company, the Guarantors party thereto and U.S. Bank National Association, as Trustee. | (17) |

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| 4.9 | Specimen of 8.875% Notes due 2021 (included in Exhibit 4.8) | (18) |
| 4.10 | Registration Rights Agreement, dated February 11, 2014, by and among the Company, the guarantors named therein and Jefferies LLC, on behalf of itself and the other initial purchasers named therein. | (19) |
| 10.1† | MIM Corporation 1999 Cash Bonus Plan For Key Employees. | (20) |
| 10.2† | MIM Corporation Amended and Restated 2001 Incentive Stock Plan. | (21) |
| 10.3† | Amendment to BioScrip, Inc. 2001 Incentive Stock Plan. | (22) |
| 10.4† | 2008 Amended and Restated Equity Incentive Plan. | (23) |
| 10.5† | Amendment to BioScrip, Inc. 2008 Equity Incentive Plan. | (24) |
| 10.6† | BIOSCRIP/CHS 2006 Equity Incentive Plan, as Amended and Restated. | (25) |
| 10.7† | Employee Stock Purchase Plan. | (24) |
| 10.8† | Employment Letter, dated October 15, 2001, between the Company and Russel J. Corvese. | (26) |
| 10.9† | Form of Restricted Stock Grant Certificate. | (27) |
| 10.10† | Amendment, dated September 19, 2003, to Employment Letter Agreement between the Company and Russel J. Corvese. | (28) |
| 10.11† | Amendment, dated December 1, 2004, to Employment Letter Agreement between the Company and Russel J. Corvese. | (29) |
| 10.12† | Employment Letter Agreement, dated August 21, 2003, between MIM Corporation and Scott Friedman. | (30) |
| 10.13† | Amendment, dated October 14, 2004, to Employment Letter Agreement between MIM Corporation and Scott Friedman. | (31) |
| 10.14† | Employment Offer Letter, dated as of June 21, 2007, by and between the Company and Pat Bogusz. | (32) |
| 10.15† | Amendment dated May 26, 2011, to the Employment Offer Letter by and between the Company and Pat Bogusz. | (33) |
| 10.16† | Employment Offer Letter, dated as of November 29, 2010, by and between the Company and David W. Froesel, Jr. | (34) |
| 10.17† | Severance Agreement, dated as of November 30, 2010, by and between the Company and David W. Froesel, Jr. | (35) |
| 10.18† | Restrictive Covenants Agreement, dated as of November 29, 2010, by and between the Company and David W. Froesel, Jr. | (36) |
| 10.19† | Engagement Letter, dated April 19, 2012, by and between the Company and Hai Tran. | (37) |
| 10.20† | Employment Offer Letter, dated January 30, 2009, by and between the Company and David Evans. | (38) |
| 10.21† | Employment Offer Letter, dated January 13, 2010, by and between the Company and Vito Ponzio, Jr. | (39) |
| 10.22† | Amended and Restated Employment Agreement, dated as of November 25, 2013, by and between the Company and Richard M. Smith. | (40) |
| 10.23† | Engagement Letter, dated as of November 27, 2013, by and between the Company and Alvarez & Marsal Private Equity Performance Improvement Group, LLC. | (41) |
| 10.24†* | Employment Offer Letter, dated March 10, 2009, by and between the Company and Brian Stiver. | |
| 10.25†* | Employment Offer Letter, dated July 30, 2012, by and between the Company and Brian Stiver. | |
| 10.26 | Form of Indemnification Agreement. | (42) |
| 10.27 | Credit Agreement, dated July 31, 2013, by and among the Company, the several banks and other financial institutions and lenders from time to time party thereto, and SunTrust Bank, in its capacity as administrative agent (the “Administrative Agent”). | (43) |
| 10.28 | First Amendment to Credit Agreement, dated as of December 23, 2013, by and among the Company, each of the Subsidiaries of the Company identified on the signature pages thereto, the Lenders party thereto, and the Administrative Agent. | (44) |
| 10.29 | Second Amendment to Credit Agreement, dated as of January 31, 2014, by and among the Company, each of the Subsidiaries of the Company identified on the signature pages thereto, the Lenders party thereto, and the Administrative Agent. | (45) |
| 10.30 | Guaranty and Security Agreement, dated July 31, 2013, made by the Company and the Guarantors identified on the signature pages thereto, in favor of the Administrative Agent. | (46) |

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| 10.31 # | Prime Vendor Agreement dated as of July 1, 2009, between AmerisourceBergen Drug Corporation, the Company and the other parties thereto (the “Prime Vendor Agreement”). | (47) |
| 10.32 | First Amendment, dated as of March 25, 2010, to the Prime Vendor Agreement. | (48) |
| 10.33 # | Second Amendment, dated as of June 1, 2010 to the Prime Vendor Agreement. | (49) |
| 10.34 # | Third Amendment, dated as of August 1, 2010, to the Prime Vendor Agreement. | (50) |
| 10.35 # | Fourth Amendment, dated as of May 1, 2011, to the Prime Vendor Agreement. | (51) |
| 10.36 # | Fifth Amendment, dated as of January 1, 2012, to the Prime Vendor Agreement. | (52) |
| 10.37 | Stockholders’ Agreement, dated as of January 24, 2010, by and among the Company, the Kohlberg Entities, Robert Cucuel, Mary Jane Graves, Nitin Patel, Joey Ryan, Colleen Lederer, the Blackstone Entities and S.A.C. (the “Stockholders’ Agreement”). | (53) |
| 10.38 | Amendment No. 1 to the Stockholders’ Agreement, dated as of March 8, 2013, by and between the Company and Kohlberg Investors. | (54) |
| 10.39 | Amendment No. 2 to the Stockholders’ Agreement, dated as of March 14, 2013, by and between the Company and Kohlberg Investors. | (55) |
| 10.40 | Amendment No. 3 & Waiver to the Stockholders’ Agreement, dated as of August 13, 2013, by and between the Company and Kohlberg Investors. | (56) |
| 10.41 | Indemnification Agreement, dated as of April 3, 2013, by and among the Company and the Kohlberg Entities, Robert Cucuel, Mary Jane Graves, Nitin Patel, Joey Ryan, Colleen Lederer, the Blackstone Entities and S.A.C. | (57) |
| 10.42 | Stipulation and Order of Settlement and Dismissal, effective January 8, 2014, by and among the Company, the United States of America, acting through the U.S. Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services, and relator David Kester. | (58) |
| 21.1 | List of Subsidiaries of the Company. | (59) |
| 23.1 | Consent of Ernst and Young LLP, Independent Registered Public Accounting Firm. | (60) |
| 31.1 * | Certification of Chief Executive Officer pursuant to Rule 13a-14(a) promulgated under the Exchange Act. | |
| 31.2 * | Certification of Chief Financial Officer pursuant to Rule 13a-14(a) promulgated under the Exchange Act. | |
| 32.1 * | Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | |
| 32.2 * | Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | |
| 101 ** | The following financial information from the Company’s Form 10-K for the fiscal year ended December 31, 2013, formatted in XBRL (Extensible Business Reporting Language): (i) Statements of Income for the fiscal years ended December 31, 2013, 2012 and 2011, (ii) Balance Sheets as of December 31, 2013 and 2012, (iii) Statements of Stockholders’ Equity for the fiscal years ended December 31, 2013, 2012 and 2011, (iv) Statements of Cash Flows for the fiscal years ended December 31, 2013, 2012 and 2011, and (v) Notes to Financial Statements. | (61) |
| (1) | Incorporated by reference to Exhibit 2.1 to the Company’s Form 8-K filed on January 27, 2010, SEC File Number 000-28740. | |
| (2) | Incorporated by reference to Exhibit 2.1 to the Company’s Form 8-K filed on February 3, 2012, SEC File Number 000-28740. | |
| (3) | Incorporated by reference to Exhibit 2.1 to the Company’s Form 8-K filed on May 10, 2012, SEC File Number 000-28740. | |
| (4) | Incorporated by reference to Exhibit 2.1 to the Company’s Form 8-K filed on February 4, 2013, SEC File Number 000-28740. | |
| (5) | Incorporated by reference to Exhibit 2.1 to the Company’s Form 8-K filed on June 18, 2013, SEC File Number 000-28740. | |
| (6) | Incorporated by reference to Exhibit 2.1 to the Company’s Form 8-K filed on February 3, 2014, SEC File Number 000-28740. | |
| (7) | Incorporated by reference to Exhibit 4.1 to the Company’s Form 8-K filed on March 17, 2005, SEC File Number 000-28740. | |
| (8) | Incorporated by reference to Exhibit 3.1 to the Company’s Form 8-K filed on June 10, 2010, SEC File Number 000-28740. | |
| (9) | Incorporated by reference to Exhibit 3.2 to the Company’s Form 8-K filed on April 28, 2011, SEC File Number 000-28740. | |
| (10) | Incorporated by reference to Exhibit 4.1 to the Company’s Form 10-K filed on March 31, 2006, SEC File Number 000-28740. | |
| (11) | Incorporated by reference to Exhibit 4.1 to the Company’s Post-Effective Amendment No. 3 to Registration Statement on Form 8-A/A filed on December 4, 2002, SEC File Number 000-28740. | |
| (12) | Incorporated by reference to Exhibit 10.1 to the Company’s Form 8-K filed on December 14, 2006, SEC File Number 000-28740. | |
| (13) | Incorporated by reference to Exhibit 10.1 to the Company’s Form 8-K filed on March 4, 2009, SEC File Number 000-28740. | |
| (14) | Incorporated by reference to Exhibit 4.1 to the Company’s Form 8-K filed on January 27, 2010, SEC File Number 000-28740. | |

- (15) Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K filed on March 31, 2010, SEC File Number 000-28740.
- (16) Incorporated by reference to Exhibit 10.40 to the Company's Form 10-K filed on March 16, 2011, SEC File Number 000-28740.
- (17) Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on February 11, 2014, SEC File Number 000-28740.
- (18) Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K filed on February 11, 2014, SEC File Number 000-28740.
- (19) Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K filed on February 11, 2014, SEC File Number 000-28740.
- (20) Incorporated by reference to Exhibit 10.61 to the Company's Form 10-Q filed on May 17, 1999, SEC File Number 000-28740.
- (21) Incorporated by reference to the definitive proxy statement filed on April 30, 2003, SEC File Number 000-28740.
- (22) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on August 10, 2011, SEC File Number 000-28740.
- (23) Incorporated by reference to the definitive proxy statement filed on May 10, 2010, SEC File Number 000-28740.
- (24) Incorporated by reference to the definitive proxy statement filed on April 2, 2013, SEC File Number 000-28740.
- (25) Incorporated by reference to Exhibit 10.3 to the Company's Form 8-K filed on May 2, 2011, SEC File Number 000-28740.
- (26) Incorporated by reference to Exhibit 10.51 to the Company's Form 10-K filed on April 1, 2002, SEC File Number 000-28740.
- (27) Incorporated by reference to Exhibit 99.3 to the Company's Registration Statement on Form S-8 (File No. 333-150985) filed on May 16, 2008.
- (28) Incorporated by reference to Exhibit 10.46 to the Company's Form 10-K filed on March 15, 2004, SEC File Number 000-28740.
- (29) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on December 1, 2004, SEC File Number 000-28740.
- (30) Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on August 4, 2009, SEC File Number 000-28740.
- (31) Incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on August 4, 2009, SEC File Number 000-28740.
- (32) Incorporated by reference to Exhibit 10.14 to the Company's Form 10-K/A filed on December 16, 2013, SEC File Number 000-28740.
- (33) Incorporated by reference to Exhibit 10.15 to the Company's Form 10-K/A filed on December 16, 2013, SEC File Number 000-28740.
- (34) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on December 3, 2010, SEC File Number 000-28740.
- (35) Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on December 3, 2010, SEC File Number 000-28740.
- (36) Incorporated by reference to Exhibit 10.3 to the Company's Form 8-K filed on December 3, 2010, SEC File Number 000-28740.
- (37) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on April 23, 2012, SEC File Number 000-28740.
- (38) Incorporated by reference to Exhibit 10.23 to the Company's Form 10-K/A filed on December 16, 2013, SEC File Number 000-28740.
- (39) Incorporated by reference to Exhibit 10.24 to the Company's Form 10-K/A filed on December 16, 2013, SEC File Number 000-28740.
- (40) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on November 27, 2013, SEC File Number 000-28740.
- (41) Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on November 27, 2013, SEC File Number 000-28740.
- (42) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on March 14, 2013, SEC File Number 000-28740.
- (43) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on August 1, 2013, SEC File Number 000-28740.
- (44) Incorporated by reference to Exhibit 99.1 to the Company's Form 8-K filed on February 3, 2014, SEC File Number 000-28740.
- (45) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on February 3, 2014, SEC File Number 000-28740.
- (46) Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on August 1, 2013, SEC File Number 000-28740.
- (47) Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q/A filed on December 2, 2009, SEC File Number 000-28740.
- (48) Incorporated by reference to Exhibit 10.3 to the Company's Form 8-K filed on March 31, 2010, SEC File Number 000-28740.
- (49) Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on August 3, 2010, SEC File Number 000-28740.
- (50) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on May 2, 2011, SEC File Number 000-28740.
- (51) Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on May 2, 2011, SEC File Number 000-28740.
- (52) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on January 26, 2012, SEC File Number 000-28740.
- (53) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on January 27, 2010, SEC File Number 000-28740.
- (54) Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on May 9, 2013, SEC File Number 000-28740.
- (55) Incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on May 9, 2013, SEC File Number 000-28740.
- (56) Incorporated by reference to Exhibit 1.2 to the Company's Form 8-K filed on August 19, 2013, SEC File Number 000-28740.
- (57) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on April 5, 2013, SEC File Number 000-28740.
- (58) Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on January 8, 2014, SEC File Number 000-28740.
- (59) Incorporated by reference to Exhibit 21.1 to the Company's Form 10-K filed on March 3, 2014, SEC File Number 000-28740.
- (60) Incorporated by reference to Exhibit 23.1 to the Company's Form 10-K filed on March 3, 2014, SEC File Number 000-28740.

(61) Incorporated by reference to Exhibit 101 to the Company's Form 10-K filed on March 3, 2014, SEC File Number 000-28740.

* Filed herewith.

** Pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933 or Section 18 of the Securities Exchange Act of 1934 and otherwise are not subject to liability under those sections.

† Designates the Company's management contracts or compensatory plan or arrangement.

The SEC has granted confidential treatment of certain provisions of these exhibits. Omitted material for which confidential treatment has been granted has been filed separately with the SEC.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on June 6, 2014.

BIOSCRIP, INC.

/s/ Hai Tran

Hai Tran

Chief Financial Officer and Treasurer

(Exhibits being filed with this Annual Report on Form 10-K/A)

- 10.24 Employment Offer Letter, dated March 10, 2009, by and between the Company and Brian Stiver.
- 10.25 Employment Offer Letter, dated July 30, 2012, by and between the Company and Brian Stiver.
- 31.1 Certification of Chief Executive Officer pursuant to Rule 13a-14(a) promulgated under the Exchange Act.
- 31.2 Certification of Chief Financial Officer pursuant to Rule 13a-14(a) promulgated under the Exchange Act.
- 32.1 Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.



March 10, 2009

Brian Stiver
471 San Gabriel Court
Sierra Madre, CA 91024

Dear Brian,

We are pleased to extend an offer of employment for the position of Vice President Sales, Infusion and Specialty with BioScrip, Inc. (together with its subsidiaries, the "Company"), reporting to the Executive Vice President of Infusion and AIC. We would like your employment to begin on Wednesday, March 11, 2009. Subject to the terms and conditions of this letter, you acknowledge and understand that you are an employee at will. This offer is contingent upon the satisfactory completion of background checks.

This offer includes an annual base salary of \$190,000, payable on a bi-weekly basis, subject to applicable taxes and other withholdings. Your salary would be paid to you via automatic deposit to your bank account. You would initially be entitled to four weeks (20 business days) of vacation per year during your first year of employment. As an employee, your vacation will be earned according to the customary policies of the Company. We have increased the base salary offer in the amount of \$10,000 to add additional compensation for Auto Allowance.

During the term of your employment, you shall be permitted, if and to the extent eligible, 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, at the Company's and the Board of Director's discretion. As a point of clarification, you would be eligible for medical coverage under our benefits programs on the first of the month following your hire date.

Additionally, you would be eligible to participate in BioScrip's Management Incentive Bonus Program as long as you remain continuously employed with BioScrip through the last date of the fiscal year on which a bonus is based. You would be eligible for a bonus of up to 30% 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.

Subject to the approval of the Board of Directors, you would be granted shares of standard stock options and shares of restricted stock commensurate with your position in the company. Stock options currently vest at the rate of one-third (1/3) per year over three (3) years in equal installments. Restricted stock vests based on time and market measurements, but are subject to change from time to time with regard to future grants.

For purposes of federal immigration law, you would be required to provide, as required by rules and regulations of the U.S. Department of Justice, Immigration and Naturalization Service,

documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided within three (3) business days of your commencement date, or our employment relationship with you may be terminated.

As a condition to your employment, you would be obligated to enter into a restrictive covenant agreement (attached), covering, among other things, non-competition provisions, non-solicitation provisions, and the protection of the Company's trade secrets. In the event of an involuntary termination of your employment you will be paid your base salary as in effect on the date of your termination and be reimbursed for the cost of your health benefits continuation for a period of six (6) months following the date of your termination (the "Severance Period") provided that you execute the Company's standard Waiver and Release Agreement. If during the Severance Period you accept new employment, any remaining severance payments will be reduced to an amount equal to the difference between your base salary on the date of termination and your new base salary or if your new base salary is the same or greater than your new salary on the date of termination no further payments will be made. In addition, if your new employer offers health insurance reimbursement for health benefits will cease.

For clarification and the protection of both you and the Company, your acceptance of this offer represents the sole agreement between you and the Company. No prior promises, representations, and/or understandings relating to the offer of employment as set forth in this letter are to be considered part of this letter. This offer supersedes all prior offers, both verbal and written.

Please call me to discuss any questions or comments that you may have regarding these terms. Please return your paperwork by mail or fax to:

Beckey Skouge
Director of Human Resources
BioScrip
10050 Crosstown Circle
Eden Prairie, MN 55344

Direct: 952-979-3633

Fax: 952-352-6606

We are very pleased at the prospect of you joining our team!

Sincerely,

Rebecca Skouge, SPHR
Director of Human Resources

I accept the offer of employment as stated.

/s/ Brian Stiver 3-11-09
Brian Stiver Date Signed

3-11-09
Start Date

RESTRICTIVE COVENANTS AGREEMENT

1. **Background.** BioScrip, Inc. (BioScrip or the “Company”) desires to employ (or continue to employ) you and you desire to be employed (or continue to be employed) by the Company. As a condition to such employment (or continued employment) the Company requires protection of its business interests as set forth in this Restrictive Covenants Agreement (referred to herein as the “RC Agreement”).

2. **Consideration.** Your acceptance of the terms of this RC Agreement is a condition of your initial or continued employment with the Company. In reliance upon this RC Agreement and your employment with the Company, the Company will provide you with one or more of the following: (i) portions of the Company’s Confidential Information (through computer password or other means); (ii) authorization to contact and deal with customers and prospective customers for the development of goodwill on behalf of the Company; or, (iii) specialized training provided by or through the Company related to the Company’s Business (as defined in paragraph 4 below).

3. **Covenant Against Competition; Other Covenants.** You acknowledge that (i) the principal business of Company is the provision of comprehensive pharmaceutical care solutions, including specialty pharmaceutical programs and mail order pharmacy services, pharmacy benefit management services, claims processing, purchasing of pharmaceutical products on behalf of pharmacy networks and long term care facilities and the operation of retail pharmacies; the foregoing business of the Company, and any and all other businesses that after the date hereof, and from time to time during the term of your employment with the Company, become material with respect to the Company’s then-overall business, are collectively referred to as the “Business”; (ii) the Company is dependent on the efforts of a certain limited number of persons who have developed, or will be responsible for developing, the Business; (iii) the Business is national in scope; (iv) your work for the Company will give you access to the Company’s Confidential Information; (v) the covenants contained in this RC Agreement (collectively, the “Restrictive Covenants”) are essential to the Business as well as to the goodwill of the Company; and (vi) the Company would not have offered you employment or continued employment but for your agreement to accept and be bound by the Restrictive Covenants set forth herein. Accordingly, subject to any state specific limitations or exclusion contained herein, you covenant and agree that:

(a) **Restriction on Competition.** For a period of one year from the termination of your employment with the Company (by you or the Company), you shall not participate in, supervise, or manage (as an employee, consultant, agent, owner, manager, operator, partner, or in any comparable capacity) any “Competing Activities” in your “Territory.” “Competing Activities” means any activities that are the same as or similar in function or purpose to those you performed

¹For purposes of this Agreement, the term BioScrip or the Company includes its parent(s), subsidiaries, affiliates, successors, and assigns. An "affiliate" of, or a company or person "affiliated" with, the Company is a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Company. Notwithstanding the foregoing, wherever an obligation of the Company to you is described or provided for in this RC Agreement it shall only apply to the Company entity employing you and shall create no obligation on behalf of any Company entity that is not your employer

or supervised performance of on behalf of the Company in the two year period preceding your termination if such activities are being undertaken for the benefit of a business (meaning a person, company, or independently operated division or unit of a company) that provides a product or service that would displace one or more of the Company's business opportunities in the line or lines of the Business in which you participated during the two year period preceding the termination of your employment. Notwithstanding the foregoing, nothing herein shall be construed to prohibit ownership as a passive investor of less than two percent (2%) of the issued and outstanding stock of a publicly held corporation. Your relevant "Territory" is described in Exhibit A. The relevant "Line(s) of the Business" you are expected to participate in are described in Exhibit A.

(b) **Restriction on Customer and Employee Solicitation.** For a period of two years following the termination of your employment (by you or the Company), you shall not, without the Company's prior written consent, directly or indirectly, in person or through assisting others:

(i) for a period of two (2) years, solicit, knowingly induce or encourage any employee or independent contractor to leave the employment or other service of the Company, or hire (on your behalf or on behalf of any other person or entity) any employee or independent contractor who has left the employment or other service of the Company within one year of the termination of such employee's or independent contractor's employment or other service with the Company, or

(ii) for a period of one (1) year, solicit, contact, or engage in business related communications with (regardless of who initiates the communication), any customer, client, or referral source of the Company with whom you dealt in the two year period preceding the termination of your employment (a "Covered Customer") for the purpose of inducing or helping the Covered Customer to cease or reducing doing business for the Company or for the purpose of diverting business opportunities away from the Company, or (iii) provide services to a Covered Customer that would displace or reduce the business opportunities of the Company with the Covered Customer.

4. **Confidential Information.** During and after the term of your employment, you shall keep secret and retain in strictest confidence, and shall not use for your benefit or the benefit of others, except in connection with the Business and the affairs of the Company, all confidential and proprietary matters relating to the Company and the Business learned by you heretofore or hereafter directly or indirectly from the Company (the "Confidential Information"), including, without limitation, information or compilations of information with respect to (i) the strategic plans, budgets, forecasts, intended expansions of product, service, or geographic markets of the Company, (ii) sales figures, contracts, agreements, and undertakings with or with respect to customers, (iii) profit or loss figures, and (iv) customers, clients, suppliers, sources of supply and customer lists, and shall not disclose such Confidential Information to anyone outside of the Company except with the Company's express written consent and except for Confidential Information which is at the time of receipt or thereafter becomes publicly known through no wrongful act of you or is received from a third party not under an obligation to keep such information confidential and without breach of this RC Agreement. A compilation or list of information maintained in confidence by the Company (like a customer list) will be considered Confidential Information irrespective of whether it may contain some items of information that would otherwise be publicly available because such a compilation has special value and utility in its compiled form. Notwithstanding the foregoing, the

non-disclosure obligations of this RC Agreement will not apply to the extent that you are acting to the extent necessary to comply with legal process; provided that in the event that you are subpoenaed to testify or to produce any information or documents before any court, administrative agency or other tribunal relating to any aspect pertaining to the Company, you shall immediately notify the Company thereof.

All memoranda, notes, lists, records, property and any other tangible product and documents (and all copies thereof) made, produced or compiled by you or made available to you concerning the Company and its Business shall be the Company's property and shall be delivered to the Company at any time on request.

5. **Employment Status and Loyalty.** You acknowledge that except as may be set forth in a written agreement between you and the Company, your employment with the Company is "at will" meaning that both parties (you and the Company) retain the right to terminate the employment relationship at any time. Nothing in this RC Agreement shall be construed to the contrary. During your employment you will abide by all of the restrictions placed upon you in this RC Agreement, will avoid conflicts of interest, and will not engage in any form of competition with the Company. You understand and agree that even though you may have additional employment that does not violate the provisions of this RC Agreement, if your position with another employer impedes or otherwise adversely affects your job performance with the Company, you may be terminated for performance reasons. By way of example, if you moonlight or work elsewhere during the evenings and you are too tired during the day to perform your duties and responsibilities for the Company, you may be terminated.

6. **Rights and Remedies upon Breach of Restrictive Covenants.**

You acknowledge and agree that any breach by you of any of the Restrictive Covenants would result in irreparable injury and damage to the Company for which money damages would not provide an adequate remedy. Therefore, if you breach any of the Restrictive Covenants, the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity (including, without limitation, the recovery of damages).

(a) The right and remedy to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court having equity jurisdiction, including, without limitation, the right to an entry against you of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such Restrictive Covenants; provided, however, that where a bond is required by law for an injunction to issue, the agreed upon bond shall be \$1,000.

(b) The right and remedy to require you to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by you as the result of any transactions constituting a breach of the Restrictive Covenants, and you shall account for and pay over such Benefits to the Company. This remedy

shall be in addition to, and not in lieu of, injunctive relief to prevent further harm and does not represent a complete or satisfactory remedy standing alone.

You agree that in any action seeking specific performance or other equitable relief, you will not assert or contend that any of the provisions of these Restrictive Covenants are unreasonable or otherwise unenforceable. The existence of any claim or cause of action by you, whether predicated on the RC Agreement or otherwise, shall not constitute a defense to the enforcement of the Restrictive Covenants.

7. Severability and Choice of Law.

If any of the Restrictive Covenants in this Agreement are found unenforceable as written, the Court shall reform the unenforceable restriction(s) so as to make same fully enforceable to the maximum extent of the law within the state or other geographic jurisdiction of the Court; and, the Agreement shall otherwise be enforced in accordance with its terms outside said state or jurisdiction. The law of the State of Delaware shall control the interpretation, application, and enforcement of this Agreement without regard or respect for any choice of law principles to the contrary of Delaware or of the state where you may reside at the time of enforcement.

Effective as of February 2, 2009.

Agreed:

BioScrip, Inc.

By: /s/ Rebecca Skouge

Name: Rebecca Skouge

Title: Director of Human Resources

Date: March 10, 2009

Employee

/s/ Brian Stiver

Signature

Brian Stiver

Printed Name

3-16-09

Date

Exhibit A

1. State Specific Limitations.

The following shall apply to you only if you reside in one of the states described below:

(a) California. While you are a resident in and subject to the laws of California, (1) the restrictions in Section 3(a) (“Restriction on Competition”) will not apply to you, and (2) the restrictions in Section 3(b) (“Restriction on Customer and Employee Solicitation”) of the RC Agreement will be modified to provide that during the proscribed two year period following termination of employment you will not (i) solicit, knowingly induce or encourage any employee or independent contractor to leave the employment or other service of the Company, or (ii) use Confidential Information to solicit, contact, or engage in business related communications with (regardless of who initiates the communication), any customer, client, or referral source of the Company with whom you dealt in the two year period preceding the termination of your employment (a “Covered Customer”) for the purpose of inducing or helping the Covered Customer to cease or reducing doing business for the Company or for the purpose of diverting business opportunities away from the Company.

(b) Georgia or Wisconsin. While you are a resident in and subject to the laws of Georgia or Wisconsin, (1) the restrictions against use of disclosure of Confidential Information contained in Section 4, shall apply to information that does not qualify as a trade secret for a period of three years following the termination of your employment, and shall apply to information that does qualify as a trade secret for as long as said information continues to qualify as a trade secret under applicable law, and (2) the restrictions in Section 3(a) of the RC Agreement will not apply to you.

2. Your Territory.

Your assigned Territory is: each state within the United States where Employee helps the Company do business, which at this time is understood to include all states located within the Continental United States.

3. Relevant Line(s) of Business.

The Line(s) of the Business applicable to you are: Specialty Pharmacy (including retail and mail) and Infusion Services, it being understood that the nature of Employee’s position is one that involves substantial involvement in all of the Company’s Lines of Business. It is understood that your decision to remain employed with the Company after notification of assignment to a new or additional Territory or the inclusion of a new Line of Business within the scope of your duties, shall be deemed an acceptance of the amendment of this RC Agreement to add the additional geography of such new territory to the Territory covered by this RC Agreement, and/or the addition of such new Line of Business to the Line(s) of Business covered by this RC Agreement as it relates to you.

Understood and agreed:

/s/ Brian Stiver
Signature

Brian Stiver
Printed Name

3-16-09
Date

Mr. Brian Stiver
471 San Gabriel Court
Sierra Madre, CA 91024

Re: Severance Agreement

Dear Brian:

This will confirm our agreement that, following the commencement date of your employment with BioScrip, Inc. (the Company"), if you are terminated by the Company (or any successor) other than for "Cause" (as defined below), upon execution of the Company's standard Waiver and Release Agreement (i) you will be entitled to receive severance payments equal to six (6) months of salary at your then current base salary level, payable in accordance with the Company's then applicable payroll practices and subject to all applicable federal, state and local withholding. Notwithstanding the foregoing, if during the six (6) month period following your termination you accept new employment, any remaining severance payments will be reduced to an amount equal to the difference between your base salary on the date of termination and your new base salary or if your new base salary is the same or greater than your new salary on the date of termination no further payments will be made. If your employment with the Company is terminated for any reason whatsoever, whether by you or the Company, the Company would not be liable for or obligated to pay you any stock or cash bonus compensation, incentive or otherwise, or any other compensation contemplated hereby not already paid or not already accrued as of the date of such termination, and no other benefits shall accrue or vest subsequent to such date.

For purposes of this Agreement, "Cause" shall mean any of the following: (i) commission by you of criminal conduct which involves moral turpitude; (ii) acts which constitute fraud or self-dealing by or on the part of you against the Company or any of its subsidiaries, including, without limitation, misappropriation or embezzlement; (iii) your willful engagement in conduct which is materially injurious to the Company or any of its subsidiaries; (iv) your gross misconduct in the performance of duties as an employee of the Company, including, without limitation, failure to obey lawful written instructions of the Board of Directors of the Company, any committee thereof or any executive officer of the Company or failure to correct any conduct which constitutes a breach of any written agreement between you and the Company or of any written policy promulgated by the Board of Directors of either the Company, any committee thereof or any executive officer of the Company, in either case after not less than ten days' notice in writing to you of the Company's intention to terminate you if such failure is not corrected within the specified period (or after such shorter notice period if the Company in good faith deems such shorter notice period to be necessary due to the possibility of material injury to the Company).

This letter agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This agreement shall be construed in accordance with, and its interpretation shall otherwise be governed by, the laws of the State of New York, without giving effect to principles of conflicts of law.

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

Sincerely,

BioScrip, Inc.

By: /s/ Barry Posner

Barry A. Posner, EVP and General

Counsel

Agreed and Accepted
on this 16 day of March, 2009:

/s/ Brian Stiver
Brian Stiver



July 30, 2012

Brian Stiver
471 San Gabriel Court
Sierra Madre, CA 91024

Dear Brian,

This letter is to confirm our offer to you for the Senior Vice President, Infusion Sales position reporting to Rick Smith, Chief Executive Officer. We are delighted to offer you this promotion, Brian!

Your salary will be increased to \$10,576.93 bi-weekly, subject to applicable taxes and other withholdings. Your promotion and salary increase will be effective July 30, 2012.

Additionally, you would be 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 of up to 40% 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 this plan would be prorated based on your promotion date. This plan is subject to change.

For clarification and the protection of both you and the Company, your acceptance of this offer represents the sole agreement between you and the Company. No prior promises, representations, and/or understandings relating to the offer of employment as set forth in this letter are to be considered part of this letter. This offer supersedes all prior offers, both verbal and written.

If you have any questions regarding this offer, please don't hesitate to call me at 513-458-4848. Congratulations! We look forward to your success in this important role.

Sincerely,

/s/ Erinn Wainscott

Erinn Wainscott Agreed and Accepted:
Manager, Human Resources

BioScrip, Inc.

513-458-4848

Fax 952-674-5672

/s/Brian Stiver

Brian Stiver

Date

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Richard M. Smith, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of BioScrip, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 6, 2014

/s/ Richard M. Smith

Richard M. Smith,
President, Chief Executive Officer
and Principal Executive Officer

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Hai Tran, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of BioScrip, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 6, 2014

/s/ Hai Tran
Hai Tran,
Chief Financial Officer, Treasurer
and Principal Financial Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of BioScrip, Inc. (the "Company") on Form 10-K/A for the year ended December 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard M. Smith, Chief Executive Officer of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 6, 2014

/s/ Richard M. Smith
Richard M. Smith,
President, Chief Executive Officer
and Principal Executive Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of BioScrip, Inc. (the "Company") on Form 10-K/A for the year ended December 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Hai Tran, Chief Financial Officer of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 6, 2014

/s/ Hai Tran
Hai Tran,
Chief Financial Officer, Treasurer
and Principal Financial Officer