UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 17, 2016 (June 10, 2016)

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

Delaware	000-28740	05-0489664
(State of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1600 Broadway, Suite 950, 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)

x Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

This Form 8-K/A amends the Current Report on Form 8-K (the "Form 8-K"), dated and filed as of June 16, 2016, with respect to the amendment of the asset purchase agreement, dated June 11, 2016 (the "Asset Purchase Agreement"), by and among BioScrip, Inc., HomeChoice Partners, Inc., a Delaware corporation and a wholly owned subsidiary of the Company, HS Infusion Holdings, Inc., a Delaware corporation ("Home Solutions") and each of the subsidiaries of Home Solutions set forth on the signature pages to the Asset Purchase Agreement. The purpose of this amendment to the Form 8-K is to replace the version of the First Amendment to the Asset Purchase Agreement previously filed as Exhibit 2.1 (the "First Amendment to the Asset Purchase Agreement") to the Form 8-K with the version attached to this Form 8-K/A as Exhibit 2.1, which corrects a typographical error in the previously filed version. Effective upon the filing of this Form 8-K/A, Exhibit 2.1 of the Form 8-K is replaced and superseded in its entirety by Exhibit 2.1 to this Form 8-K/A. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the First Amendment to the Asset Purchase Agreement.

Additional Information and Where to Find It

In connection with the proposed acquisition, the Company will prepare a proxy statement to be filed with the Securities and Exchange Commission ("SEC"). When completed, a definitive proxy statement and a form of proxy will be mailed to the stockholders of the Company. **The Company's security holders are urged to read the proxy statement carefully when it becomes available, as well as any other relevant documents filed by the Company with SEC, because they will contain important information.** The Company's stockholders will be able to obtain, without charge, a copy of the proxy statement (when available) and other relevant documents filed with the SEC from the SEC's website at http://www.sec.gov. The Company's stockholders will also be able to obtain, without charge, a copy of the proxy statement and other relevant documents (when available) by directing a request by mail or telephone to BioScrip, Inc., Attn: Chief Financial Officer, 1600 Broadway, Suite 950, Denver, CO 80202, telephone: (720) 697-5200, or from the investor relations page on the Company's website at http://bioscrip.com/overview.

The Company and its directors and officers may be deemed to be participants in the solicitation of proxies from the Company's stockholders in connection with the proposed acquisition. Information about the Company's directors and executive officers and their ownership of the Company's equity interests is set forth in the proxy statement for the Company's 2016 Annual Meeting of Stockholders, which was filed with the SEC on April 27, 2016. Stockholders may obtain additional information regarding the interests of the Company and its directors and executive officers in the proposed acquisition, which may be different than those of the Company's stockholders generally, by reading the proxy statement and other relevant documents regarding the proposed acquisition when filed with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. See the Exhibit Index which is hereby incorporated by reference.
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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: June 17, 2016

/s/ Kathryn M. Stalmack

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

Index to Exhibits

Exhibit Number	Description
2.1	The First Amendment, dated June 16, 2016, to the Asset Purchase Agreement, dated June 11, 2016, by and among HS Infusion Holdings, Inc., the direct and indirect subsidiaries of HS Infusion Holdings, Inc. set forth on the signature pages, the Company and HomeChoice Partners, Inc.

Exhibit 2.1

EXECUTION VERSION

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment**"), dated as of June 16, 2016, amends that certain Asset Purchase Agreement, dated as of June 11, 2016 (the "**Agreement**"), by and among HS Infusion Holdings, Inc., a Delaware corporation (the "**Company**"), the direct and indirect Subsidiaries of the Company signatories thereto, BioScrip, Inc., a Delaware corporation ("**Parent**"), and HomeChoice Partners, Inc., a Delaware corporation ("**Buyer**"). Capitalized terms used and not defined herein shall have the respective meaning ascribed thereto in the Agreement.

WHEREAS, the parties hereto have previously executed and delivered the Agreement;

WHEREAS, Section 13.6 of the Agreement provides that the Agreement may be amended, supplemented, altered or modified at any time only by a written instrument duly executed by the Company and the Buyer Parties; and

WHEREAS, the Company and the Buyer Parties wish to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in connection with the Agreement, the transactions contemplated thereunder and the terms hereof, and in accordance with Section 13.6 of the Agreement, the parties hereto agree as follows:

1. Amendments to Section 1.1. Section 1.1 of the Agreement shall be amended as follows:

(a) The definition of "Equity Offering" shall be amended to revise the words "One Hundred Million Dollars ($100,000,000.00)" therein to "Seventy Million Dollars ($70,000,000.00)."

(b) The definition of "Escrow Amount" shall be amended to revise the words "Ten Million Dollars ($10,000,000.00)" therein to "Five Million Dollars ($5,000,000.00) of shares of Parent Common Stock of the Closing Equity Consideration."

2. Amendment to Section 4.1. Section 4.1 of the Agreement is hereby amended and restated in its entirety as follows:

"4.1 Purchase Price. The aggregate consideration to be paid by Buyer to the designee(s) of the Company for the sale of the Acquired Assets shall be equal to the Cash Consideration (as defined below), plus the Equity Consideration (as defined below) (such aggregate consideration, together with the assumption of the Assumed Liabilities, the "**Purchase Price**").

4.1.1 Cash Consideration. The cash portion of the Purchase Price (the "**Cash Consideration**") shall be an amount equal to Sixty Seven Million Five Hundred Thousand Dollars ($67,500,000.00) plus or minus the Net Working Capital Adjustment Amount.

4.1.2 Equity Consideration. The equity portion of the Purchase Price shall consist of (a) the number of shares of Parent Common Stock equal to the

quotient of Seven Million Five Hundred Thousand Dollars ($7,500,000.00), divided by the price per share of Parent Common Stock issued pursuant to the Equity Offering (the "**Closing Equity Consideration**") and (b) the right to receive restricted Parent Common Stock contributed from Parent to Buyer and paid over by Buyer to the Company or the appropriate Company Subsidiary or Company Subsidiaries as set forth on Schedule 4.7 in two tranches (Tranche A and Tranche B) (the "**RSUs**" and, together with the Closing Equity Consideration, the "**Equity Consideration**") subject to the achievement of the financial contingencies described in Section 4.4 and Section 4.5. The aggregate number of RSUs in each tranche shall be as follows:

(i) The number of shares of Parent Common Stock in Tranche A will be equal to the quotient of Twelve Million Three Hundred Seventy Five Thousand Dollars ($12,375,000.00), divided by Four Dollars ($4.00).

(ii) The number of shares of Parent Common Stock in Tranche B will be equal to the quotient of Twenty Million Dollars ($20,000,000.00), divided by Five Dollars ($5.00).

The shares of Parent Common Stock subject to RSUs shall be subject to the payment conditions described in Sections 4.4 and 4.5 below."

3. Amendment to Section 4.3. The last sentence of Section 4.3 of the Agreement shall be amended and restated in its entirety as follows: "If the amount of the Net Working Capital Adjustment Amount based on the final, binding and non-appealable determination of the Net Working Capital Adjustment Amount in accordance with this Section 4.3 is less than the estimated Net Working Capital Adjustment Amount set forth in the Closing Certificate, then, at the Company's option, either (i) Buyer and the Company shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to deliver promptly to Buyer or its designee an amount equal to the amount of such shortfall in shares of Parent Common Stock valued at their Fair Market Value or (ii) the Company shall pay to the Buyer the amount of such shortfall in cash; provided, that in no circumstances shall Buyer be entitled to recover any amount in excess of the amount of the Escrow Fund.

4. Amendment to Section 7.5. Section 7.5 of the Agreement shall be amended and restated in its entirety to read as follows: "Parent shall have closed on the Equity Offering with gross proceeds of not less than Seventy Million Dollars ($70,000,000.00) raised."

5. Amendment to Section 11.3.3(ii). Section 11.3.3(ii) of the Agreement shall be amended and restated in its entirety as follows: "The Company and its Subsidiaries will not have any liability under Sections 11.1.1 (other than in respect of the Specified Representations) or 11.1.2 in excess of Seven Million Five Hundred Thousand Dollars ($7,500,000.00) and the sole recourse of the Buyer Indemnified Parties in respect of such claims shall be first to the Escrow Fund and thereafter, as to any remaining Losses (up to the aforementioned cap), fifty percent (50%) of such remaining Losses shall be offset against any shares of Parent Common Stock subject to the Tranche A RSUs and fifty percent (50%) of such remaining Losses shall be offset against any shares of Parent Common Stock subject to the Tranche B RSUs, which shares, if vested, shall be valued at Fair Market Value and, if unvested, shall be valued at $4.00 in the case of Tranche A RSUs and $5.00 in the case of Tranche B RSUs."

6. Amendment to Escrow Agreement. The parties acknowledge and agree that prior to the Closing, the Escrow Agreement attached to the Agreement as Exhibit 1.2 shall be

amended, as mutually agreed by the Company and Buyer, to reflect the changes set forth in this Amendment, including changing the Escrow Agent therein.

7. Effect of the Amendment. Each party acknowledges that this Amendment constitutes an amendment to the Agreement as contemplated by Section 13.6 of the Agreement. On or after the date hereof, any reference to the Agreement shall constitute a reference to the Agreement as amended hereby. Except as expressly modified or amended hereby, all terms and provisions of the Agreement shall continue in full force and effect.

8. Governing Law. The parties specifically agree that this Amendment and any dispute hereunder, whether in law or in equity, whether in contract or in tort, by statute or otherwise, shall in all respects be interpreted, read construed and governed by the internal laws of the State of Delaware, exclusive of its conflicts of law rules.

9. Counterparts. This Amendment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Amendment may deliver their executed counterparts by facsimile or other electronic means.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first written above.

PARENT:
BioScrip, Inc., a Delaware corporation

By: /s/ Richard M. Smith
Printed Name: Richard M. Smith
Its: Chairman and CEO

BUYER:
HomeChoice Partners, Inc., a Delaware corporation

By: /s/ Richard M. Smith
Printed Name: Richard M. Smith
Its: Chairman and CEO

COMPANY:
HS Infusion Holdings, Inc., a Delaware corporation

By: /s/ Daniel Greenleaf
Printed Name: Daniel Greenleaf
Its: Chairman and CEO