
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C.**

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): July 14, 2006

BioScrip, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

0-28740
(Commission
File Number)

05-0489664
(IRS 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**

(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 Section 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 2.01 Entry Into a Material Definitive Agreement.

On July 14, 2006, BioScrip, Inc., through its MIM Funding LLC subsidiary, entered into the Third Amendment to the Loan and Security Agreement, dated as of November 1, 2000, between MIM Funding LLC and HFG Healthco-4 LLC to increase the amount available for borrowing thereunder from \$65 million to \$75 million.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits. The following information is furnished as an exhibit to this Current Report:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Form of Third Amendment to the Loan and Security Agreement

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 duly authorized.

Date: July 19, 2006

BIOSCRIP, INC.

By: /s/ Barry A. Posner

Barry A. Posner,
Executive Vice President, Secretary and General
Counsel

THIRD AMENDMENT, dated as of July __, 2006 ("**Third Amendment**"), to the **LOAN AND SECURITY AGREEMENT**, dated as of November 1, 2000 (as amended, the "**LSA**"), between MIM FUNDING LLC, a Delaware limited liability company (together with its successors and assigns, the "**Purchaser**") and HFG HEALTHCO-4 LLC (the "**Lender**"). Unless otherwise defined herein, terms in the LSA are used herein as therein defined.

The Provider and the Purchaser wish to amend the LSA to increase the Revolving Commitment thereunder.

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. AMENDMENT TO LSA

Effective as of the Effective Date, Section 1.02(a) of the LSA is hereby amended by (i) deleting the figure "\$65,000,000" appearing on the second line thereof, and (ii) substituting therefor the figure "\$75,000,000".

SECTION 2. CONDITIONS PRECEDENT

This Third Amendment shall not become effective (the "**Effective Date**") until the following conditions have been satisfied in full or waived in writing by the Purchaser and the Lender as its assignee:

(a) The Lender shall have received fully executed counterparts of this Third Amendment; and

(b) The Program Manager shall have received the fee contemplated under Section 1.02(d) of the LSA with respect to the increase of the Revolving Commitment effectuated hereunder in immediately available funds.

SECTION 3. MISCELLANEOUS

3.1 The Borrower hereby certifies, represents and warrants that, (i) except as to the matters previously disclosed in the public filings of BioScrip, Inc. (formerly known as MIM Corporation) the representations and warranties in the LSA are true and correct, with the same force and effect as if made on such date, except as they may specifically refer to an earlier date, in which case they were true and correct as of the date initially made, (ii) no unwaived Default or Event of Default has occurred or is continuing (nor any event that but for notice or lapse of time or both would constitute a Default or Event of Default, (iii) the Lender has the power and authority to execute and deliver this Third Amendment, and (iv) no consent of any other person and no action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with the execution and performance of this Third Amendment, other than such that have been obtained.

3.2 The terms “Agreement”, “hereof”, “herein” and similar terms as used in the LSA shall mean and refer to, from and after the effectiveness of this Third Amendment, the LSA as amended by this Third Amendment, and as it may in the future be amended, restated, modified or supplemented from time to time in accordance with its terms. Except as specifically agreed herein, the LSA is hereby ratified and confirmed and shall remain in full force and effect in accordance with its terms.

3.3 THIS THIRD AMENDMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

3.4 This Third Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

3.5 Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

MIM FUNDING LLC

By: _____
Name:
Title:

HFG HEALTHCO-4 LLC

By: HFG Healthco-4, Inc., a member

By: _____
Name:
Title: