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

FORM 8-K

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

Date of Report (Date of earliest event reported): November 26, 2017

BIOSCRIP, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

001-11993
(Commission File Number)

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

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

80202
(Zip Code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Chief Operating Officer

On November 28, 2017, BioScrip, Inc. (the “Company”) announced that Harriet Booker has been appointed as the Chief Operating Officer of the Company, effective November 28, 2017. Ms. Booker succeeds David Evans, who is expected to remain at the Company to assist with the transition until January 5, 2018.

Ms. Booker, 51, brings vast operational and executive leadership experience in the home infusion industry, including over two decades at Option Care, CVS Specialty Infusion Services and Coram Specialty Infusion. In 2016, Ms. Booker was the Interim Senior Vice President, Revenue Cycle Management at Option Care. Prior to Option Care, from 2008 to 2015, Ms. Booker held increasing executive responsibilities at CVS Specialty Infusion Services and its predecessor organization, Coram Specialty Infusion, culminating in being named Chief Sales Officer, a role she held from 2014 to 2015. Other executive responsibilities during her seven-year tenure at CVS Specialty Infusion Services and Coram Specialty Infusion included: Chief Commercial Officer from 2012 to 2014, Executive Vice President from 2010 to 2012, and Senior Vice President, Sales from 2009 to 2010. She served in leadership roles for Option Care (and Walgreens-Option Care) from 2002 to 2008, including Director of Sales Operations, Vice President of Managed Care Sales, and Vice President of Sales and Marketing.

The Company has provided to Ms. Booker an offer letter, dated as of November 21, 2017, that provides for Ms. Booker’s salary and benefits (the “Offer Letter”).

Ms. Booker’s annual salary will be \$415,000, and she is eligible to participate in the Company’s Management Incentive Bonus Program, provided that she remains continuously employed with the Company through the date that the bonus is paid. Ms. Booker is eligible for a bonus of up to 80% of her base salary, as determined by the Company and the Board of Directors of the Company (the “Board”), and subject to corporate, departmental and individual objectives being met. Her participation in the 2017 Management Incentive Bonus Plan will be prorated based on her hire date.

Subject to the approval of the Compensation Committee of the Board (the “Compensation Committee”), Ms. Booker will be granted equity awards consisting of a long-term incentive award of options with a value of \$300,500 and performance-based restricted stock units (“RSUs”) with a value of \$69,500, based on the stock price on the date she starts with the Company. The RSUs will be subject to the performance goals currently applicable to the Company’s current Long-Term Incentive Plan. In addition, Ms. Booker will be eligible to receive in 2018 performance-based restricted stock units, at an annual target value of at least \$231,000, at the same time grants are made to other comparable executives, which is expected to be on or before March 15, 2018.

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

Ms. Booker will be permitted to participate in all employee benefits plans, policies, and practices now or hereafter maintained by or on behalf of the Company, commensurate with her position and level of individual contribution, if and to the extent she is eligible pursuant to the terms of such plans, policies, and practices, which may be modified by the Company at its discretion.

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

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

Item 7.01. Regulation FD Disclosure.

On November 28, 2017, the Company issued a press release announcing Ms. Booker's appointment as the Chief Operating Officer of the Company, a copy of which is furnished as Exhibit 99.1 to this report.

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Offer Letter, dated as of November 21, 2017, by and between BioScrip, Inc. and Harriet Booker.
99.1	Press Release dated November 28, 2017.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BIOSCRIP, INC.

Date: November 28, 2017

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



November 21, 2017

Harriet C. Booker
3458 S Columbine Circle
Englewood, CO 80113

Dear Harriet,

We are pleased to confirm your offer of employment for the position of Chief Operating Officer (COO) with BioScrip, Inc. (together with its subsidiaries, the "Company"), reporting to Dan Greenleaf, President and CEO. Your first day of employment will be Tuesday, November 28, 2017.

This offer includes an annual salary of \$415,000.00 (bi-weekly salary of \$15,961.54), subject to applicable taxes and other withholdings. You are also eligible to participate in BioScrip's Management Incentive Bonus Program as long as you remain continuously employed with BioScrip through the date that the bonus is paid. You would be eligible for a bonus up to (eighty) 80% of your base salary with the pool determined by the Company and the Board of Directors and subject to corporate, departmental and individual objectives being met. This plan is subject to change. You will not accrue paid time off (PTO); PTO is discretionary at this level. You will be eligible to take time off from work, without reduction in salary, in accordance with Company policy applicable to executives.

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

Subject to approval of the Compensation Committee of the Board of Directors, you will be granted a long-term incentive (LTI) award of options having a value of \$300,500 and PRSUs having a value of \$69,500 based on the stock price on the date you start with the Company. The PRSUs will be subject to the performance goals currently applicable to the Company's current Long-Term Incentive Plan. In addition and also subject to approval of the Compensation Committee of the Board of Directors, for 2018 you will be eligible for a 2018 grant of PRSUs at an annual target of at least \$231,000, at the same time grants are made to other comparable executives, which is expected to be on or before March 15, 2018.

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

During the term of your employment, you will be permitted to participate in all employee benefits plans, policies, and practices now or hereafter maintained by or on behalf of the Company, commensurate with your position and level of individual contribution, and, as it relates to equity-based compensation, at the Company's and the Board of Director's discretion. As a point of clarification, you will be eligible for medical coverage under our benefits programs on the first day of the month following 30 days of employment.

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

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

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

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

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

Congratulations again on your offer to join BioScrip, Inc. To confirm your acceptance of this offer, please sign this letter and the applicable enclosures and return to Rita McKown, rmckown@bioscrip.com by November 15, 2017. Please be advised that your failure to return the executed documents to me by that date will result in the withdrawal of this offer. If you have any questions please do not hesitate to call me.

Sincerely,

/s/ Bettyanne "Bet" Rosa

Bettyanne "Bet" Rosa
SVP of Human Resources
BioScrip, Inc.

I accept the offer as stated.

/s/ Harriet C. Booker

Harriet C. Booker

11.21.2017

Date signed

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

SEVERANCE AGREEMENT
(Exhibit A to Offer Letter of Harriet Booker)

This will confirm the agreement between Harriet Booker (“You”) and BioScrip, Inc. (together with its subsidiaries, the “Company”) that, if You are terminated by the Company other than for “Cause” or if you terminate your employment with the Company for “Good Reason” (each as defined below), upon execution and return to the Company of the Company’s standard Separation and Release Agreement (provided You execute and return the Separation and Release Agreement by the 60th day following your date of separation of employment with the Company (the “Separation Date”) and You do not exercise any right of revocation that You may have under such Separation and Release Agreement), (a) You will be entitled to receive salary continuation payments in accordance with the terms of this Severance Agreement for fifty-two (52) weeks following the effective date of the Separation and Release Agreement (the “Severance Period”) and (b) the Company will reimburse you for the cost of continuing your health benefits under COBRA (at the same benefit level and coverage as in effect immediately prior to termination) for a period of one (1) year following the date of your termination, provided, however, that if you obtain employment and your new employer offers health insurance, the Company will no longer be obligated to reimburse you for health insurance coverage effective on the date you start such new employment. In addition, if you are terminated by the Company within 180 days after a Change in Control, as that term is defined in the Company’s then-applicable Equity Incentive Plan, you will be entitled to receive your bonus for the fiscal year in which you are terminated, payable at the time bonuses are paid to the Company’s employees, pro-rated for the number of days you worked in that year and at the level of achievement against the applicable bonus targets.

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

For purposes of this Severance Agreement, “Cause” shall mean any of the following: (a) your gross negligence, insubordination, or intentional misconduct in connection with the performance of your job duties, (b) your conviction of, or plea of guilty or *nolo contendere* to, any felony or crime involving moral turpitude, (c) your violation of the Company’s substance abuse policy, (d) your breach of any material provision of this or any other agreement between You and the Company, which breach is not cured within 30 days following written notice of the breach by the Company, or (e) your intentional or willful violation of any rule or regulation of any government agency, or self-regulatory body, applicable to the Company’s business.

For purposes of this Agreement, “Good Reason” means the existence without your written consent of any one or more of the following conditions that continue for more than 45 days following your written notice of such condition(s) to the Chief Executive Officer (“Cure Period”): (i) a material adverse change in or reduction of your title, authority, duties and responsibilities, or your ceasing to report directly to the Chief Executive Officer; (ii) a reduction in your base salary; or (iii) all or substantially all of the assets of the Company are purchased, and within 60 days of the consummation of such transaction the purchaser neither adopts this Severance Agreement nor offers you a severance agreement on substantially equivalent economic terms to this Severance Agreement, provided, however, that you must (x) deliver such written notice within 30 days following your learning of one of the conditions, and (y) you must cease employment within 30 days after the end of the Cure Period.

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

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

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

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

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

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

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

Agreed and Accepted
on this 28th day of November, 2017

/s/ Harriet C. Booker
Harriet C. Booker

cc: Kathryn Stalmack, Senior Vice President and General Counsel



BioScrip Announces Additions to Senior Leadership Team

Appoints Harriet Booker as Senior Vice President, Chief Operating Officer and Danny R. Claycomb as Senior Vice President, Revenue Cycle Management

DENVER, Nov. 28, 2017 (GLOBE NEWSWIRE) -- BioScrip, Inc. (NASDAQ:BIOS) ("BioScrip" or the "Company"), the largest independent national provider of infusion and home care management solutions, today announced the appointments of Harriet Booker as Senior Vice President, Chief Operating Officer and Danny R. Claycomb as Senior Vice President, Revenue Cycle Management. The appointments are effective November 28, 2017 and November 27, 2017, respectively.

Ms. Booker brings vast leadership experience in the home infusion industry to BioScrip. For over two decades, she has worked in executive leadership roles for Option Care, its predecessor company Walgreens-Option Care, Coram/CVS Specialty Infusion Services, Coram Specialty Infusion, and Apria Healthcare. Most recently, in 2016, she served as Interim Senior Vice President, Revenue Cycle Management for Option Care. Prior to that, and for seven years, Ms. Booker successfully led Sales and Marketing for Coram/CVS Specialty Infusion Services, including roles as Executive Vice President of Sales and Chief Commercial Officer, among others. She served in leadership roles for Option Care (and Walgreens-Option Care) from 2002-2008 including Director of Sales Operations, Vice President of Managed Care Sales, and Vice President of Sales and Marketing. Her home infusion experience also includes pertinent work in patient admissions, revenue cycle management, financial planning, forecasting, pricing, and contracting.

Mr. Claycomb joins BioScrip with extensive operational financial leadership experience, including seventeen years in the healthcare industry at Envision Healthcare, Coram/CVS Specialty Infusion Services, Coram Specialty Infusion, and Medtronic. Prior to joining BioScrip, Mr. Claycomb most recently served as Senior Vice President, Revenue Cycle Management at Envision Healthcare. Previously, Mr. Claycomb served as Senior Vice President, Revenue Cycle Management at Coram/CVS Specialty Infusion Services, from 2005 to 2015. Mr. Claycomb also served in various leadership roles at Medtronic from 2000 to 2005.

"On behalf of our board and management team, I am excited to welcome Harriet and Danny to BioScrip," said Daniel E. Greenleaf, President and Chief Executive Officer. "Harriet and Danny each have extensive industry experience in both public and privately held healthcare companies, and a proven track record of driving profitable growth, achieving targeted metrics, and motivating strong team performance."

About BioScrip, Inc.

BioScrip, Inc. is the largest independent national provider of infusion and home care management solutions, with approximately 2,200 teammates and nearly 80 service locations across the U.S. BioScrip partners with physicians, hospital systems, payors, pharmaceutical manufacturers and skilled nursing facilities to provide patients access to post-acute care services. BioScrip operates with a commitment to bring customer-focused pharmacy and related healthcare infusion therapy services into the home or alternate-site setting. By collaborating with the full spectrum of healthcare professionals and the patient, BioScrip provides cost-effective care that is driven by clinical excellence, customer service, and values that promote positive outcomes and an enhanced quality of life for those it serves.

Investor Contacts:

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