

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
Amendment No. 2*

BioScrip, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

09069N108
(CUSIP Number)

Michael L. Zuppone, Esq.
Paul Hastings LLP
75 East 55th Street
New York, New York 10022
(212) 318-6906

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 6, 2015
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Cloud Gate Capital Master Fund LP 98-1068149	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 455,017
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 455,017
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 455,017	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.7%	
14	TYPE OF REPORTING PERSON IV	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Cloud Gate Capital LLC 46-0530467	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,528,304
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,528,304
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,528,304	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.2%	
14	TYPE OF REPORTING PERSON IA	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Cloud Gate Capital GP Ltd. 36-4759002	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 455,017
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 455,017
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 455,017	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.7%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON David Heller 46-0823727	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,528,304
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,528,304
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,528,304	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.2%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Brian Newman 27-3990577	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,528,304
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,528,304
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,528,304	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.2%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BW Financial Services, LLC (d/b/a BW Capital Partners L.P.) 38-3853265	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 505,852
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 505,852
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 505,852	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.7%	
14	TYPE OF REPORTING PERSON IA	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BW Opportunity Partners, LP 36-4161201	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 346,540
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 346,540
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 346,540	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5%	
14	TYPE OF REPORTING PERSON IV	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BW Opportunity (QP) Partners, LP 80-0871469	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 159,312
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 159,312
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 159,312	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2%	
14	TYPE OF REPORTING PERSON IV	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BW Opportunity Managers, LLC 36-4161202	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 505,852
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 505,852
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 505,852	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.7%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON William E. Wolf	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 505,852
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 505,852
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 505,852	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.7%	
14	TYPE OF REPORTING PERSON IN	

Item 1. Security and Issuer.

This Amendment No. 2 (“Amendment No.2”) to the Initial Statement on Schedule 13D filed with the Securities and Exchange Commission on December 29, 2014 (the “Initial Statement” and, together with this Amendment No.1, the “Schedule 13D”), as amended by Amendment No. 1 to the Initial Statement filed on January 22, 2015, relates to common stock, par value \$0.0001 per share (“Shares”), of BioScrip, Inc., a Delaware corporation (the “Issuer”), whose principal executive offices are located at 100 Clearbrook Road, Elmsford, NY 10523.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Initial Statement. The Initial Statement is amended as follows.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and replaced in its entirety with the following:

The aggregate purchase price of the 1,528,304 Shares owned by CGCMF and institutional accounts for which CGC serves as sub-adviser is \$9,700,792 including brokerage commissions. The Shares owned by CGCMF and institutional accounts for which CGC serves as sub-adviser were acquired with such entities’ available funds. The aggregate purchase price of the 505,852 Shares owned by BWOP and BWOQP is \$3,239,778 including brokerage commissions. The Shares owned by BWOP and BWOQP were acquired with such entities’ available funds.

Item 4. Purpose of Transaction.

Item 4 is hereby amended by adding the following:

On February 6, 2015, CGC and DSC Advisors, L.L.C. (“DSCA LLC”) entered into an Investor Agreement with the Investor (the “Investor Agreement”). The following description of the Investor Agreement is qualified in its entirety by reference to the Investor Agreement, which is attached as Exhibit 1 hereto and is incorporated herein by reference.

Pursuant to the terms of the Investor Agreement, the parties agreed to the following:

- Issuer agreed to nominate David Golding for election to its Board of Directors (the “Board”) at the Issuer’s 2015 annual meeting of stockholders (the “2015 Annual Meeting”) for a term expiring at the 2016 annual meeting of stockholders (the “2016 Annual Meeting”);
- Issuer agreed that the Board and its Governance, Compliance and Nominating Committee will consult with CGC and DSCA LLC to identify qualified candidates for the next opening that becomes available on the Board after the 2015 Annual Meeting and if no vacancy arises, then in determining candidates for election at the 2016 Annual Meeting;
- CGC and DSCA LLC agree not to buy or sell any Shares from February 6, 2015 until the later of (i) the Issuer’s issuance of a press release announcing the Investor Agreement or (ii) February 9, 2015;
- In connection with the 2015 Annual Meeting, CGC and DSCA LLC agreed not to bring, or cause any other person to bring, any business or proposals before or at the 2015 Annual Meeting and agree not to solicit proxies for any other nomination or proposal; and

- At the 2015 Annual Meeting, CGC and DSCA LLC agree to vote by proxy and vote all Shares beneficially owned by them and their affiliates in favor of the election of directors nominated by the Board.

On February 9, 2015, the Issuer issued a press release announcing the parties' entry into the Investor Agreement. The press release is attached as Exhibit 2 hereto and is incorporated herein by reference. Except as set forth herein or such as would occur upon completion of any of the actions discussed above, no Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

On February 5, 2015, we purchased, subject to subsequent settlement, \$2.0 million in aggregate principal amount of the Issuer's 8.875% Senior Notes due 2021 (the "Notes"). Depending upon various factors, including overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of the Notes at prices that would make the purchase of additional Notes desirable, the Reporting Persons may or may not endeavor to increase their position in the Issuer's Notes through, among other things, the purchase of Notes on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable. The Reporting Persons, if they so elect, may from time to time engage in transactions for the purpose of hedging some or all of their positions in the Notes.

Item 4 is hereby further amended by amending and restating in its entirety the last paragraph thereof as follows:

As a result of their association with each other and the circumstances relating to their respective investment in the Issuer under which they have coordinated their purchases of Shares and developed their investment strategy with respect to such investment, the Reporting Persons and Delaware Street Capital Master Fund, L.P. and certain persons affiliated or associated with it (the "Associated Persons") may be deemed to constitute a group within the meaning of section 13(d)(3) of the Act. The Associated Persons have concurrently filed a Schedule 13D reporting aggregate beneficial ownership of 3,345,998 shares of Common Stock, representing 4.9% of the outstanding shares of Common Stock. The Reporting Persons and the Associated Persons as a group beneficially own 5,380,154 shares of Common Stock, which represent approximately 7.8% of the outstanding shares of Common Stock (calculated in accordance with Rule 13d-3). Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons is, for any other purpose, the beneficial owner of any of the shares of Common Stock and each of the Reporting Persons disclaims beneficial ownership as to the shares of Common Stock reported herein or held by any other person for purposes of Section 13(d) of the Act, except to the extent of his or its pecuniary interests therein.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended by restating paragraphs (a), (b) and (c) in their entirety with the following:

(a) and (b) The aggregate percentage of Common Stock reported beneficially owned by the Reporting Persons as of the date of filing of this Schedule 13D is based upon 68,636,465 shares of Common Stock issued and outstanding as of November 5, 2014, as reported in the Issuer's Quarterly Report for the quarterly period ended September 30, 2014 on Form 10-Q, as filed with the Securities and Exchange Commission on November 7, 2014.

CGCMF, as the entity that legally owns the securities, is deemed the direct beneficial owner of 455,017 shares of Common Stock. CGC, as the investment manager of CGCMF, is deemed the indirect beneficial owner of 455,017 shares of Common Stock. CGC is also deemed the indirect beneficial owner of 1,073,287 shares of common stock owned by institutional accounts in which it serves as a sub-adviser. CGCGP, as the general partner of CGCMF, is deemed the indirect beneficial owner of 455,017 shares of Common Stock. David Heller and Brian Newman, as members of CGC responsible for the management of its business, are deemed to share indirect beneficial owner of 1,528,304 shares of Common Stock.

BWOP, as the entity that legally owns the securities, is deemed the direct beneficial owner of 346,540 shares of Common Stock. BWOQP, as the entity that legally owns the securities, is deemed the direct beneficial owner of 159,312 shares of Common Stock. BWOM, as the general partner of BWOP and BWOQP, is deemed the indirect beneficial owner of 505,852 shares of Common Stock. BWFS, as the investment Manager of BWOP and BWOQP, is deemed the indirect beneficial owner of 505,852 shares of Common Stock. William E. Wolf, as a managing member of BWFS, is deemed the indirect beneficial owner of 505,852 shares of Common Stock.

CGC has obtained indirect beneficial ownership of the shares of Common Stock directly beneficially owned by BWOP and BWOQP effective as of January 1, 2015, the effective date of CGC's sub-advisory agreement with BWOP and BWOQP. In order to report the beneficial ownership of shares of common stock acquired by BWOP and BWOQP under this sub-advisory relationship, BWOP and BWOQP and the persons directly or indirectly managing the same have been included as Reporting Persons in this Schedule 13D.

(c) During the sixty (60) days through the date of this report, the following Reporting Persons purchased the following shares of Common Stock in the open market:

Reporting Person
CGC

Trade Date	# of Shares	Net USD Price/Shr.
12/9/2014	150,000	6.01
12/18/2014	120,000	6.14
12/18/2014	14,450	6.14
12/19/2014	135,377	6.10
12/26/2014	130,000	6.59
12/29/2014	80,000	6.69
12/29/2014	29,715	6.67
1/12/2015	13,286	5.74
1/16/2015	69,775	6.00
1/20/2015	60,000	5.91
1/21/2015	108,431	5.93
1/22/2015	30,864	5.91
1/30/2015	46,682	5.73
1/30/2015	525	5.69
2/2/2015	62,619	5.72
2/5/2015	76,717	5.65

**Reporting Person
BWOP**

<u>Trade Date</u>	<u># of Shares</u>	<u>Net USD Price/Shr.</u>
12/19/2014	35,500	6.09
12/22/2014	16,026	6.36
12/23/2014	31,267	6.39
12/24/2014	21,628	6.41
12/26/2014	88,311	6.60
12/31/2014	73,323	6.88
1/6/2015	22,108	6.48
1/12/2015	15,123	5.74
1/30/2015	10,591	5.73
1/30/2015	119	5.69
2/2/2015	14,189	5.72
2/5/2015	18,355	5.65

**Reporting Person
BWOQP**

<u>Trade Date</u>	<u># of Shares</u>	<u>Net USD Price/Shr.</u>
12/19/2014	14,500	6.09
12/22/2014	6,546	6.36
12/23/2014	14,849	6.39
12/24/2014	10,272	6.41
12/26/2014	41,689	6.60
12/31/2014	30,578	6.88
1/6/2015	12,975	6.48
1/12/2015	8,020	5.74
1/30/2015	4,956	5.73
1/30/2015	56	5.69
2/2/2015	6,611	5.72
2/5/2015	8,260	5.65

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of Issuer.

Item 6 is hereby amended and restated in its entirety with the following:

The information set forth above in Item 4 of this Schedule 13D relating to the Investor Agreement is incorporated herein by reference.

Except as set forth in Item 4 of this Schedule 13D, to the best knowledge of the Reporting Persons, no contracts, arrangements, understandings or relationships (legal or otherwise) exist among the Reporting Persons and any other person with respect to the securities of the Issuer.

Item 7. Materials to be Filed as Exhibits.

Exhibit No.	Description
1.	Investor Agreement, dated February 6, 2015, by and among BioScrip, Inc., Cloud Gate Capital LLC and DSC Advisors, L.L.C.
2.	Press Release, dated February 9, 2015, issued by BioScrip, Inc.

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 10, 2015

CLOUD GATE CAPITAL MASTER FUND LP

By: CLOUD GATE CAPITAL GP LTD., its general partner

By: /s/ Jeffrey F. Knupp

Name: Jeffrey F. Knupp

Title: Chief Operating Officer

CLOUD GATE CAPITAL GP LTD.

By: /s/ Jeffrey F. Knupp

Name: Jeffrey F. Knupp

Title: Chief Operating Officer

CLOUD GATE CAPITAL LLC

By: /s/ Jeffrey F. Knupp

Name: Jeffrey F. Knupp

Title: Chief Operating Officer

DAVID HELLER

/s/ David Heller

BRIAN NEWMAN

/s/ Brian Newman

BW FINANCIAL SERVICES, LLC

By: /s/ William E. Wolf

Name: William E. Wolf

Title: Managing Partner

BW OPPORTUNITY PARTNERS, LP

By: BW OPPORTUNITY MANAGERS, LLC, its general partner

By: /s/ William E. Wolf

Name: William E. Wolf

Title: Member

BW OPPORTUNITY (QP) PARTNERS, LP

By: BW OPPORTUNITY MANAGERS, LLC, its general partner

By: /s/ William E. Wolf

Name: William E. Wolf

Title: Member

BW OPPORTUNITY MANAGERS, LLC

By: /s/ William E. Wolf

Name: William E. Wolf

Title: Member

WILLIAM E. WOLF

/s/ William E. Wolf

INVESTOR AGREEMENT

This AGREEMENT is made and entered into as of February 6, 2015 (this "Agreement") by and among BioScrip, Inc., a Delaware corporation (the "Company"), and each of the other parties listed on the signature pages hereto (each, an "Investor" and collectively, the "Investors"). The Company and the Investors are referred to herein as the "Parties."

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Settlement Covenants.

(a) David Golding. The Company agrees to nominate David Golding for election to the board of directors of the Company (the "Board") at the Company's 2015 annual meeting of stockholders (the "2015 Annual Meeting") for a term expiring at the 2016 annual meeting of stockholders (the "2016 Annual Meeting"). The Company agrees to permit Mr. Golding to attend meetings of the Board as an informal observer from the date of the Agreement until the 2015 Annual Meeting. The Company agrees to appoint Mr. Golding to the Governance, Compliance and Nominating Committee of the Board if he is elected at the 2015 Annual Meeting.

(b) Upcoming Vacancy. The Company agrees that the Board and the Governance, Compliance and Nominating Committee of the Board will consult with the Investors to identify qualified candidates for the next opening that becomes available on the Board after the 2015 Annual Meeting, and will then consider those candidates in good faith, along with other qualified candidates. If no such opening becomes available before the 2016 Annual Meeting, the Company further agrees that the Board and the Governance, Compliance and Nominating Committee of the Board will consult with the Investors to identify qualified candidates, and consider those candidates in good faith, along with considering other qualified candidates, for election to the Board as a new director at the 2016 Annual Meeting.

(c) Trading. The Investors agree not to buy or sell any shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), from the date of this Agreement until the later of (i) the Company's issuance of a press release (the "Press Release") announcing this Agreement, substantially in the form attached hereto as Exhibit A, or (ii) February 9, 2015.

Section 2. 2015 Annual Meeting.

(a) Each of the Investors agrees not to bring, or cause any other person to bring, any business or proposals before or at the 2015 Annual Meeting. Each of the Investors further agrees not to solicit proxies for any other nomination or proposal.

(b) At the 2015 Annual Meeting, each of the Investors agree to vote by proxy and vote all shares of Common Stock beneficially owned by each Investor and its affiliates in favor of the election of directors nominated by the Board.

Section 3. Public Announcements. Following the execution of this Agreement, the Company will issue the Press Release. Prior to the issuance of the Press Release, neither the Company nor any of the Investors shall issue any press release or public announcement regarding this Agreement or take any action that would require public disclosure thereof without the prior written consent of the other Party. No Party or any of its Affiliates shall make any public statement (including, without limitation, in any filing required under the Exchange Act) concerning the subject matter of this Agreement inconsistent with the Press Release.

Section 4. Specific Performance. Each of the Investors, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other Party hereto may occur in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that such injury would not be adequately compensable in monetary damages. It is accordingly agreed that the Investors or any Investor, on the one hand, and the Company, on the other hand (the "Moving Party"), shall each be entitled to seek specific enforcement of, and injunctive or other equitable relief to prevent any violation of, the terms hereof, and the other party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available.

Section 5. Notice. Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

To the Company:

100 Clearbrook Road
Elmsford, NY 10523
Attention: Richard M. Smith

With a copy to:

Polsinelli PC
1401 Eye Street, N.W., Suite 800
Washington, DC 20005
Attention: Philip G. Feigen

To DSC Advisors, L.L.C.

900 North Michigan Avenue, Suite 1600
Chicago, IL 60611
Attention: Andrew G. Bluhm

To Cloud Gate Capital, LLC:

900 North Michigan Avenue, Suite 1600
Chicago, IL 60611
Attention: David Heller

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Law of the State of Delaware, without regard to conflict of law principles thereof.

Section 7. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the Parties with regard to the subject matter hereof, and supersedes all prior agreements with respect to the subject matter hereof.

Section 8. Receipt of Adequate Information; No Reliance; Representation by Counsel. Each Party acknowledges that it has received adequate information to enter into this Agreement, that it has not relied on any promise, representation or warranty, express or implied not contained in this Agreement and that it has been represented by counsel in connection with this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party shall have no application and is expressly waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties.

Section 9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The Parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

Section 10. Amendment. This Agreement may be modified, amended or otherwise changed only in a writing signed by all of the Parties.

Section 11. Successors and Assigns; No Third Party Beneficiaries. This Agreement shall bind the successors and permitted assigns of the Parties, and inure to the benefit of any successor or permitted assign of any of the Parties; provided, however, that no party may assign this Agreement without the prior written consent of the other Parties. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the Parties hereto and their respective successors and assigns.

Section 12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto. Counterparts delivered by electronic transmission shall be deemed to be originally signed counterparts.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first above written.

BioScrip, Inc.

By: /s/ Richard Smith

Name: Richard Smith

Title: Chief Executive Officer

INVESTORS:

By: DSC ADVISORS, L.L.C.

By: /s/ Andrew G. Bluhm

Name: Andrew G. Bluhm
Title: Managing Member

By: CLOUD GATE CAPITAL, LLC

By: /s/ David Heller

Name: David Heller
Title: Managing Member

EXHIBIT A

Press Release attached

**PRESS RELEASE**

Contact:
Lisa Wilson
In-Site Communications, Inc.
T: 212-452-2793
E: lwilson@insitecony.com

Sharon Stern / Nick Lamplough
Joele Frank, Wilkinson Brimmer Katcher
T: 212-355-4449

NOT FOR IMMEDIATE RELEASE**BioScrip Nominates Three New Independent Directors**

Announces Agreement with Cloud Gate Capital and DSC Advisors

ELMSFORD, N.Y., February 9, 2015 – BioScrip, Inc. (NASDAQ: BIOS) (the “Company”) today announced that it will nominate David Golding, Michael Goldstein and R. Carter Pate for election to the BioScrip Board of Directors at the Company’s 2015 Annual Meeting of Shareholders (the “Annual Meeting”).

Messrs. Golding, Goldstein and Pate would replace Samuel P. Frieder, David R. Hubers and Gordon H. Woodward, who will not be standing for re-election at the Annual Meeting. Upon election the BioScrip Board will continue to be composed of nine directors, eight of whom are independent.

Richard M. Smith, President and Chief Executive Officer of BioScrip, said, “Our new independent director nominees each bring strong and relevant backgrounds, and will add valuable experience and perspective to the BioScrip Board. I would like to take the opportunity to thank Samuel, David, and Gordon for their service to BioScrip over the years and for their efforts in helping to position the Company as a leader in infusion services.”

In connection with the nomination of Mr. Golding, BioScrip has entered into an agreement with DSC Advisors L.P. (“DSC”) and Cloud Gate Capital LLC (“Cloud Gate”), which collectively own approximately 7.2% of the outstanding shares of BioScrip, under which Mr. Golding is authorized to attend all Board meetings as a non-voting observer to the BioScrip Board, effective immediately, and will serve on the Governance, Compliance and Nominating Committee of the Board upon election at the Annual Meeting.

Andrew Bluhm of DSC said, ““We are pleased to have worked constructively with the Company to reach a mutually agreeable outcome. We are optimistic about BioScrip’s future and believe it is on a path to improving shareholder value. Mr. Golding’s deep operational experience in this industry will further help BioScrip use its strong infusion services platform to achieve its growth potential while improving margins. We look forward to the rapid appointment of a new CFO as we understand that excellent candidates are being vetted by the Board, and we believe that the significant financial, healthcare, and prior board experience of Mr. Goldstein and Mr. Pate will facilitate a seamless CFO transition.””

Under the agreement, DSC and Cloud Gate have withdrawn their nomination notice and agreed to vote their shares in favor of each of the BioScrip Board’s nominees at the Annual Meeting. The full agreement will be filed in a Form 8-K with the Securities and Exchange Commission later today.

About David Golding

David Golding has more than 30 years of healthcare industry experience within the home infusion and specialty pharmacy, hospital and retail sectors. He is the former Executive Vice President of Specialty Pharmacy at CVS/Caremark, where he was directly responsible for an \$8 billion P&L, business strategy and pharmacy operations for a network of 75 pharmacies, sales and clinical development, while also participating as a key stakeholder in manufacturer relations and managed care contracting initiatives. He began his 25 year career at Caremark in its home infusion business and was promoted to numerous positions while becoming an expert in the pharmacy benefit management (PBM) business through ongoing joint initiatives across the CVS/Caremark organization. Since retiring from CVS/Caremark in 2011, he has consulted with national managed care organizations, specialty pharmacy providers, PBMs and other healthcare companies.

Most recently, Mr. Golding was on the Board of Directors for Salveo Specialty Pharmacy, a private-equity backed specialty pharmacy company, until it was sold to Catamaran in January of 2015. He is a registered pharmacist.

About Michael Goldstein

Michael Goldstein has decades of boardroom experience for both public companies and other organizations. He is a member of the Board and Chair of the Audit Committee at Teladoc, a leading virtual doctor organization, Pacific Sunwear, MedExpress, Sleepy’s and Ri Happy. He also serves as a Board Member of Israel Discount Bank of New York and is an Advisory Board Member at Jefferies, Inc. He also acts as Chairman of the Northside Center for Child Development, is on the Board of Rosie’s Theatre Kids and was previously Chairman of the 92nd Street Y. Mr. Goldstein was also previously Lead Director, Chairman of the Nominating and Governance Committee, and a member of the Audit and Mergers & Acquisitions committees at Medco Health Solutions, where he served until the sale of Medco to Express Scripts in 2012. He has also served as Chairman and Chief Executive Officer of Toys “R” Us Inc. and as Senior Executive Vice President – Operations and Finance of Lerner Stores Corporation. He was formerly a Partner at EY.

Mr. Goldstein was appointed by President George W. Bush to serve on the Advisory Committee for Trade Policy and Negotiations from 2003-2004 and has been honored by the A.L.S. Foundation, The Federation of Jewish Philanthropies, the NAACP, the Genetic Disease Foundation, among his numerous recognitions.

About R. Carter Pate

R. Carter Pate has more than 38 years of consulting and executive leadership experience. He is currently a strategic advisor to the Board of Directors of MV Transportation, Inc., and previously served as chief executive officer of MV until September 2014. Prior to that, Mr. Pate was the US and Global Managing Partner for the Healthcare and Government practices at PricewaterhouseCoopers, LLP. He was also a Founding Partner of Pate, Winters & Stone, Inc. a management and consulting services firm and formerly served as Interim President, CEO, and a member of the board of directors of Sun TV and Appliance, Inc. and CEO and Director of Sun Coast Industries, Inc. (NYSE). Mr. Pate is currently on the Board of the Dallas Regional Chamber and a member of the National Association of Corporate Directors. He has previously served on other boards of directors, including as Lead Director of Carmel Worldwide, MV Transportation, Inc., Board of Baylor Healthcare in Plano, TX, George Mason University Board of Visitors and Hunt Liquidating Trust.

He has received numerous certifications including Certified Public Accountant (CPA), Texas, Forensic Certified Public Accountant (FCPA) and Certified Government Financial Manager (CGFM-Yellow Book).

About BioScrip, Inc.

BioScrip, Inc. is a leading national provider of infusion and home care management solutions. BioScrip partners with physicians, hospital systems, facilities-based providers, healthcare payors, and pharmaceutical manufacturers 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. BioScrip provides its infusion and home care services from over 70 locations across 29 states.

Forward-Looking Statements – Safe Harbor This press release includes statements that may constitute “forward-looking statements,” including projections of certain measures of the Company’s results of operations, projections of certain charges and expenses, and other statements regarding the Company’s goals, regulatory approvals and strategy. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts. In some cases, forward-looking statements can be identified by words such as “may,” “should,” “could,” “anticipate,” “estimate,” “expect,” “project,” “outlook,” “aim,” “intend,” “plan,” “believe,” “predict,” “potential,” “continue” or comparable terms. Because such statements inherently involve risks and uncertainties, actual future results may differ materially from those expressed or implied by such forward-looking statements. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those in the forward-looking statements as a result of various factors. Important factors that could cause or contribute to such differences include but are not limited to risks associated with: the Company’s ability to integrate any acquisitions; the Company’s ability to grow its Infusion Services segment organically or through acquisitions and obtain financing in connection therewith; its ability to reduce operating costs while sustaining growth; reductions in federal, state and commercial reimbursement for the Company’s products and services; increased government regulation related to the health care and insurance industries; as well as the risks described in the Company’s periodic filings with the Securities and Exchange Commission, including the Company’s annual report on Form 10-K for the year ended December 31, 2013. The Company does not undertake any duty to update these forward-looking statements after the date hereof, even though the Company’s situation may change in the future. All of the forward-looking statements herein are qualified by these cautionary statements.