

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): June 16, 2016

BIOSCRIP, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

000-28740
(Commission File Number)

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

1600 Broadway, Suite 950, 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))
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Item 1.01. Entry into a Material Definitive Agreement.

The First Amendment to the Asset Purchase Agreement

On June 16, 2016, BioScrip, Inc. (the “Company”) entered into an amendment dated June 16, 2016, to the Asset Purchase Agreement, dated June 11, 2016 (“the First Amendment to the Asset Purchase Agreement”), by and among the Company, 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 (collectively, the “Home Solutions Subsidiaries” and together with Home Solutions, the “Sellers”). As previously disclosed in the Company’s Current Report on Form 8-K, filed with the SEC on June 13, 2016, under the Asset Purchase Agreement, the Company agreed to acquire substantially all of the assets and assume certain liabilities of the Sellers (the “Transaction”).

Pursuant to the First Amendment to the Asset Purchase Agreement, the Company and the Sellers have, among other things, agreed to reduce the total consideration payable at closing in the Transaction from \$85.0 million to \$75.0 million. The aggregate consideration to be paid by Buyer to the Sellers in the Transaction shall be equal to:

(i) an amount of \$67.5 million dollars, plus or minus the Net Working Capital Adjustment amount (as defined in the Asset Purchase Agreement); plus

(ii) (a) the number of shares of BioScrip common stock equal to the quotient of \$7.5 million, divided by the per share price to the public in the Company’s previously announced public equity offering and (b) the right to receive contingent equity securities of the Company, in the form of restricted shares of our common stock, issuable by BioScrip to the Sellers in two tranches, Tranche A and Tranche B, with different vesting conditions. The number of shares of BioScrip common stock in Tranche A will be equal to the quotient of \$12.375 million, divided by \$4.00. The number of shares of BioScrip common stock in Tranche B will be equal to the quotient of \$20.000 million, divided by \$5.00.

The First Amendment to the Asset Purchase Agreement also amends the definition of Escrow Amount under the Asset Purchase Agreement to mean an amount equal to \$5.0 million of shares of our common stock based on the per share price to the public in the Company’s previously announced public equity offering.

The consummation of the Transaction is subject to customary closing conditions, including, but not limited to, the Company obtaining stockholder approval to increase the number of shares of Common Stock that the Company is authorized to issue pursuant to its certificate of incorporation, the absence of legal orders prohibiting the consummation of the Transaction, the absence of conditions or circumstances constituting a business material adverse effect with respect to Home Solutions, receipt of approval, or termination of the waiting period, under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, the accuracy of the representations and warranties of the parties, the parties’ performance and compliance in all material respects with the agreements and covenants contained in the Asset Purchase Agreement and the parties’ attainment of certain third-party consents under material agreements.

In addition, under the terms of the Asset Purchase Agreement, Home Solutions has the right to terminate the Asset Purchase Agreement if an equity offering is not completed with gross proceeds of at least \$70.0 million within the 17 days following June 11, 2016, the date of the Asset Purchase Agreement. The Company’s obligation to consummate the Transaction is conditioned upon the completion of an equity offering with gross proceeds of at least \$70.0 million. The Company intends to fund the cash consideration for the Transaction and pay fees and expenses in connection with the Transaction with the net proceeds from the equity offering previously announced by the Company on June 13, 2016.

A copy of the First Amendment to the Asset Purchase Agreement is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference. We encourage you to read the Asset Purchase Agreement, as amended, for a more complete understanding of the Transaction. The foregoing description of the First Amendment to the Asset Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the First Amendment to the Asset Purchase Agreement.

Item 8.01. Other Events.

On June 16, 2016, we issued a press release announcing the entry into the First Amendment to the Asset Purchase Agreement. A copy of the press release announcing the entry into the First Amendment to the Asset Purchase Agreement is furnished as Exhibit 99.1 to this report.

Additional Information and Where to Find It

In connection with the proposed Transaction, 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 Transaction. 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 Transaction, which may be different than those of the Company’s stockholders generally, by reading the proxy statement and other relevant documents regarding the proposed Transaction when filed with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. See the Exhibit Index which is hereby incorporated by reference.

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 16, 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.
99.1	Press Release dated June 16, 2016.

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 Five Million 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

[Signature page to Amendment No. 1 to Asset Purchase Agreement]

**Contact:**

Jeffrey M. Kreger
 BioScrip Chief Financial Officer
 (720) 697-5200
 jeffrey.kreger@bioscrip.com

BIOSCRIP AND HOME SOLUTIONS ENTER INTO AMENDED AGREEMENT

Amendment Further Enhances Value for Shareholders

Accretive Transaction Provides Substantial Operating Synergies and Deleveraging Opportunity

DENVER and HAMMONTON, N.J., June 16, 2016 -- BioScrip, Inc. (NASDAQ: BIOS) ("BioScrip" or the "Company"), a leading national provider of infusion and home care management solutions and HS Infusion Holdings, Inc. ("Home Solutions"), today announced that they have amended the terms of their agreement announced on June 13, 2016. The amendment, among other changes, reduces the closing consideration from \$85.0 million to \$75.0 million, and reduces the cash component of the consideration from \$80.0 million to \$67.5 million.

Under the terms of the amended agreement, BioScrip will acquire substantially all of the assets and assume certain liabilities of Home Solutions and its subsidiaries for total transaction consideration of \$75.0 million at closing (the "Closing Consideration") and additional contingent consideration in the form of restricted stock units ("RSUs") (the "Contingent Consideration").

The Closing Consideration will consist of \$67.5 million payable in cash, subject to certain adjustments and \$7.5 million in shares of the Company's common stock. The Contingent Consideration will consist of restricted shares of BioScrip common stock, issued in two tranches with different vesting conditions. The number of RSUs in Tranche A and Tranche B is approximately 3.1 million and 4.0 million, respectively. The two tranches of RSUs would vest when BioScrip common shares exceed 20-day average trading prices of \$4.00 per share and \$5.00 per share, respectively, subject to certain time restrictions and under certain circumstances, in the event of a change of control.

Advisors

Jefferies LLC is acting as financial advisor to BioScrip. Polsinelli PC, Dechert LLP and Gibson, Dunn & Crutcher LLP are acting as legal advisors to BioScrip. Houlihan Lokey is acting as financial advisor to Home Solutions and Ropes & Gray LLP is acting as legal advisor.

ABOUT BIOSCRIP

BioScrip, Inc. is a leading national provider of infusion and home care management solutions. BioScrip partners with physicians, hospital systems, skilled nursing facilities, 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.

ABOUT HOME SOLUTIONS

Home Solutions, headquartered in Hammonton, New Jersey, is a leading specialty infusion provider servicing approximately 14,000 patients annually throughout the Northeastern and Mid-Atlantic regions of the U.S. Current projects are underway that will allow the company to reach additional patients in the New England and Southeastern regions of the U.S. The Company is committed to clinical excellence, compassion and professionalism. Home Solutions is Joint Commission accredited and provides a full range of infusion and specialty services in the home and alternate setting. Our commitment is to put the patient first in delivering a quality service while offering cost effective solutions to various industry stakeholders such as physicians, hospitals, managed care payors, and governmental agencies. InfuLink®, the Company's proprietary web monitoring tool, shares data with healthcare providers to help optimize clinical outcomes. More information about Home Solutions is available at www.infusioncare.com.

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, including its revenues and cash flows, projections of future cost savings associated with the absence or reduction of certain charges and expenses, and other statements regarding the Company's expectations regarding the impact of its financial improvement plan 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 the acquisition of Home Solutions and obtain financing in connection therewith, the Company's ability to grow its core Infusion revenues, the Company's ability to continue to experience positive results from its financial improvement plan to reduce operating costs; 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. 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.

Additional Information and Where to Find It

In connection with the proposed transaction, 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 transaction. 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 transaction, which may be different than those of the Company's stockholders generally, by reading the proxy statement and other relevant documents regarding the proposed transaction when filed with the SEC.

For Further Information:

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