

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **December 24, 2009**

BioScrip, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-28740

(Commission
File Number)

05-0489664

(IRS Employer
Identification No.)

100 Clearbrook Road, Elmsford, New York

(Address of Principal Executive Offices)

10523

(Zip Code)

Registrant's telephone number, including area code **(914) 460-1600**

(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the 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.

On December 21, 2009, BioScrip, Inc. (the “Company”), through its subsidiaries BioScrip Pharmacy Services, Inc. (“Pharmacy Services”), BioScrip Infusion Services, Inc. (“Infusion Services Inc”), BioScrip Pharmacy (NY), Inc. (“Pharmacy (NY)”), BioScrip PBM Services, LLC (“PBM Services”), BioScrip Pharmacy, Inc. (“Pharmacy”), Natural Living, Inc. (“Natural Living”), BioScrip Infusion Services, LLC (“Infusion Services LLC”) and Bradhurst Specialty Pharmacy, Inc. (“Bradhurst”, and together with Pharmacy Services, Infusion Services Inc, Pharmacy (NY), PBM Services, Pharmacy, Natural Living and Infusion Services LLC, each a “Borrower” and collectively, jointly and severally, the “Borrowers”), entered into a Fourth Amendment to the Amended and Restated Loan and Security Agreement (the “LSA”) among the Borrowers and HFG Healthco-4 LLC, an affiliate of Healthcare Finance Group, Inc. (“HFG”).

Item 9.01 Financial Statements and Exhibits

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

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Fourth Amendment to the Amended and Restated Loan Security Agreement

SIGNATURES

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

Date: December 31, 2009

BIOSCRIP, INC.

By: /s/ Barry A. Posner
Barry A. Posner, Executive Vice President,
Secretary and General Counsel

FOURTH AMENDMENT, dated as of December __, 2009 ("**Fourth Amendment**"), to the AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, dated as of September 26, 2007 (as amended, restated, supplemented or otherwise modified, the "**LSA**"), among BioScrip Pharmacy Services, Inc. ("**Pharmacy Services**"), BioScrip Infusion Services, Inc. ("**Infusion Services Inc**"), BioScrip Pharmacy (NY), Inc. ("**Pharmacy (NY)**"), BioScrip PBM Services, LLC ("**PBM Services**"), BioScrip Pharmacy, Inc. ("**Pharmacy**"), Natural Living, Inc. ("**Natural Living**"), BioScrip Infusion Services, LLC ("**Infusion Services LLC**") and Bradhurst Specialty Pharmacy, Inc. ("**Bradhurst**", and together with Pharmacy Services, Infusion Services Inc, Pharmacy (NY), PBM Services, Pharmacy, Natural Living and Infusion Services LLC, each a "**Borrower**" and collectively, jointly and severally, the "**Borrowers**"), as borrowers, and HFG Healthco-4 LLC (together with its successors and assigns, the "**Lender**"), as the lender. Unless otherwise defined herein, terms in the LSA are used herein as therein defined.

The Borrowers and the Lender have agreed to amend the LSA on the terms and subject to the conditions set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and subject to the fulfillment of the conditions set forth below, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO LSA.

The following amendments shall become effective as of the Effective Date:

1.1. The defined term "Consolidated Fixed Charge Coverage Ratio" appearing in Exhibit I of the LSA is hereby amended by (i) deleting such defined term in its entirety, and (ii) substituting therefor the following new defined term:

"Consolidated Fixed Charge Coverage Ratio" means the ratio, as determined as at the end of each fiscal quarter of the Parent for the immediately prior 12 month period, (x) Consolidated EBITDA of the Parent and its Subsidiaries for such period, to (y) the sum of each of the following items to the extent paid or payable by the Borrowers in cash during such period: (i) the current portion long-term Debt, plus (ii) the current portion of Capital Leases, plus (iii) Consolidated Capital Expenditures (to the extent not funded by or being acquired under permitted purchase money loans or capital leases), plus (iv) Consolidated Interest Expense, plus (v) taxes, plus (vi) payment of dividends, distributions, advances, and loans to officers, Affiliates, and shareholders.

1.2. The defined term "Debt/EBITDA Ratio" appearing in Exhibit I of the LSA is hereby amended by adding the following proviso at the end of such defined term:

provided, that for the purposes of calculation of the covenant set forth in clause (v) of Exhibit V hereto, "Debt/EBITDA Ratio" shall mean the ratio, as determined as at the end of each fiscal quarter of the Parent, of (x) the average Debt of the Borrowers for such fiscal quarter, calculated as the arithmetic average of all daily balances during such fiscal quarter, to (y) Consolidated EBITDA for the immediately prior 12 months.

1.3. Exhibit V of the LSA is hereby amended by (i) deleting clauses (t) and (u) in their entirety, and (ii) substituting therefor the following new clauses (inserted in their respective appropriate alphabetical locations):

(t) Consolidated Net Worth. The Consolidated Net Worth, calculated as at the end of each fiscal quarter of the Parent, is less than (i) \$95,000,000 minus (ii) any and all write offs of goodwill, deferred tax assets, intangible assets and other non-cash items as reflected in the Parent's financial statements.

(u) Current Ratio. The ratio of (i) Current Assets to (ii) Current Liabilities for each Fiscal Quarter during which the principal amount of the Revolving Loan exceeded 50% of the Borrowing Limit at any time, is less 1.10:1.00.

SECTION 2. CONDITIONS PRECEDENT

2.1. Effective Date of this Fourth Amendment. This Fourth Amendment shall become effective as of the date (the "*Effective Date*") at such time when the Lender shall have received fully executed counterparts of this Fourth Amendment.

SECTION 3. MISCELLANEOUS

3.1. The Borrowers each hereby certify, represent and warrant that, after giving effect to this Fourth Amendment, (i) except as otherwise disclosed in public filings made by the Parent with the United States Securities and Exchange Commission, the representations and warranties in the LSA are true and correct, with the same force and effect as if made on such date, except as they may specifically refer to an earlier date, in which case they were true and correct as of such date, (ii) no unwaived Default or Event of Default has occurred or is continuing (nor any event that but for notice or lapse of time or both would constitute a Default or an Event of Default), (iii) each of the Borrowers has the corporate power and authority to execute and deliver this Fourth Amendment, and (iv) no consent of any other person (including, without limitation, shareholders or creditors of any Borrower), and no action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with the execution and performance of this Fourth Amendment, other than, in each case, such that have been obtained.

3.2. The terms "Agreement", "hereof", "herein" and similar terms as used in the LSA shall mean and refer to, from and after the effectiveness of this Fourth Amendment, the LSA as amended by this Fourth Amendment, and as it may in the future be amended, restated, modified or supplemented from time to time in accordance with its terms. Except as specifically agreed herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the LSA or any other Document and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the LSA and the other Documents, as amended, waived or otherwise modified hereof, are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their terms from and after the date of this Fourth Amendment.

3.3. Parent and Chronimed, LLC (f/k/a Chronimed Inc.) each hereby ratifies its Guarantee of the Guaranteed Obligations (as defined in that certain Amended and Restated Guaranty, effective as of October 1, 2007, made by Parent and Chronimed, LLC (f/k/a Chronimed Inc.) (the "**Guaranty**") pursuant to the Guaranty and each of the Borrowers, Parent and Chronimed, LLC (f/k/a Chronimed Inc.) hereby ratifies its grant of a security interest made under the Documents.

3.4. This Fourth Amendment shall constitute a Document under the LSA

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

3.6. The captions in this Fourth Amendment are for convenience of reference only, are not part of this Fourth Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Fourth Amendment.

3.7. Any provision of this Fourth Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

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

3.9. Delivery of an executed counterpart of a signature page by telecopier, .pdf or similar electronic transmission shall be effective as delivery of a manually executed counterpart.

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

BIOSCRIP INFUSION SERVICES, INC.

By: _____
Name:
Title:

BIOSCRIP PBM SERVICES, LLC

By: _____
Name:
Title:

NATURAL LIVING, INC.

By: _____
Name:
Title:

BIOSCRIP INFUSION SERVICES, LLC

By: _____
Name:
Title:

Solely with respect to Section 3.3 hereof:

BIOSCRIP, INC.

By: _____
Name:
Title:

BIOSCRIP PHARMACY SERVICES, INC.

By: _____
Name:
Title:

BIOSCRIP PHARMACY (NY), INC.

By: _____
Name:
Title:

BIOSCRIP PHARMACY, INC.

By: _____
Name:
Title:

BRADHURST SPECIALTY PHARMACY, INC.

By: _____
Name:
Title:

CHRONIMED, LLC (f/k/a Chronimed Inc.)

By: _____
Name:
Title:

HFG HEALTHCO-4 LLC,
as Lender

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

By: _____
Name:
Title:
