

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): September 6, 2016

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 950, Denver, Colorado
(Address of principal executive offices)

80202
(Zip Code)

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

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 2.01. Completion of Acquisition or Disposition of Assets

Completion of Acquisition of Assets

On September 9, 2016, BioScrip, Inc. (the “Company”) consummated the previously announced transaction in which it acquired substantially all of the assets and assumed certain liabilities of HS Infusion Holdings, Inc. (“Home Solutions”) from Home Solutions and each of the subsidiaries of Home Solutions party to the Asset Purchase Agreement (collectively, the “Sellers” and such transaction, the “Transaction”), as set forth in the Asset Purchase Agreement by and among the Company, HomeChoice Partners, Inc., a Delaware corporation and a wholly owned subsidiary of the Company, and the Sellers (as amended, the “Asset Purchase Agreement”). The aggregate consideration paid by the Company in the Transaction is equal to (i) an amount of \$67.5 million in cash; plus (ii) (a) 3,750,000 shares of Company common stock and (b) the right to receive contingent equity securities of the Company, in the form of restricted shares of Company common stock, issuable by the Company to the Sellers in two tranches, Tranche A and Tranche B, with different vesting conditions. The number of shares of Company common stock in Tranche A will be approximately 3.1 million. The number of shares of Company common stock in Tranche B will be approximately 4 million.

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

Appointment of Chief Executive Officer and Election of Director

Effective upon the consummation of the Transaction, Dan Greenleaf, the Chief Executive Officer of Home Solutions prior to the closing of the Transaction, was named President and Chief Executive Officer of the Company and was elected to the Company’s Board of Directors. Mr. Greenleaf, age 51, has over two decades of relevant experience in senior leadership positions in the healthcare industry, including having served as the Chairman and Chief Executive Officer of Home Solutions since 2013. Prior to joining Home Solutions, Mr. Greenleaf served as President and Chief Executive Officer of Coram Specialty Infusion Services from 2008 to 2013. The Company has agreed that Mr. Greenleaf will serve on the Company’s Board of Directors during such time as he remains Chief Executive Officer.

Mr. Greenleaf will receive a base salary of \$725,000 and will be eligible for an annual cash bonus. His target bonus will be 100% of his salary, with a performance-based payout opportunity of between 0 and 200% of target based on goals to be determined by the Compensation Committee of the Company’s Board of Directors (the “Committee”). His 2016 bonus will be pro-rated. Mr. Greenleaf will also be entitled to an annual long-term incentive grant of \$1,100,000 (at target), with the first award to be delivered in the form of stock options and performance restricted stock units (“PRSUs”). The PRSUs will vest at the end of a three-year performance period based on achievement of EBITDA and annual stock price growth measures to be determined by the Committee, with a payout opportunity of 0 to 200% of target. Mr. Greenleaf will also receive a \$25,000 annual discretionary reimbursement for non-reimbursable expenses. The Company expects to enter into an employment agreement with Mr. Greenleaf in the coming weeks.

Appointment of Chief Operating Officer

On September 9, 2016, the Company appointed David Evans, 53, as Senior Vice President and Chief Operating Officer of the Company. Mr. Evans joined the Company in February 2009 and has served as the Company’s Senior Vice President, Strategic Operations. Prior to joining the Company, Mr. Evans was Chief Financial Officer and Secretary of Byram Healthcare Centers, Inc., a provider of medical supplies and pharmacy items to long-term chronic patients, from August 2006 to July 2008. From June 2003 to August 2006, Mr. Evans was the Corporate Vice President, Strategic Operations of Option Care, Inc., a home infusion and specialty pharmaceutical company.

Departure of Executive Officers

Richard M. Smith, President and Chief Executive Officer of the Company prior to the consummation of the Transaction, has stepped down from the position of President and Chief Executive Officer of the Company effective upon consummation of the Transaction. It is anticipated that Mr. Smith will be named Vice Chairman of our Board of Directors effective December 1, 2016, for which service he will receive the same compensation paid to other non-employee directors. On September 9, 2016, the Company and Mr. Smith entered into a First Amendment to Amended and Restated Employment Agreement, which provides that Mr. Smith will remain an employee of the Company until November 30, 2016. The foregoing description of the Amended and Restated Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended and Restated Employment Agreement, which is filed as Exhibit 10.1 hereto.

On September 6, 2016, Brian Stiver and the Company agreed that he would step down from his position as Senior Vice President, Sales and Marketing of the Company effective December 30, 2016.

Amendment of Certain Equity Agreements

On September 8, 2016, the Company entered into amendments to its Non-Qualified Stock Option Agreements with respect to options to purchase shares of the Company’s common stock issued pursuant to the Company’s 2008 Equity Incentive Plan (the “2008 Plan”) with each of Jeffrey M. Kreger, David Evans, and Brian Stiver (each, an “Amended Stock Option Agreement”). The Amended Stock Option Agreements provide that if the executive is terminated without Cause (as defined in any offer letter or employment agreement between the Company and the executive) prior to March 31, 2017, any unvested portion of the executive’s options granted pursuant to the 2008 Plan will immediately vest and be exercisable until the end of the earlier of (a) the second anniversary of the executive’s termination of employment with the Company or (b) the expiration date of the applicable option, in the same manner as if a change of control had occurred immediately before the executive’s actual termination of employment.

On September 8, 2016, the Company also entered into an amendment to the Stock Grant Certificate under the BioScrip/CHS 2006 Equity Incentive Plan with Mr. Stiver (the “Restricted Stock Amendment”). The Restricted Stock Amendment provides that if Mr. Stiver’s employment with the Company is terminated without Cause (as defined in any offer letter or employment agreement between the Company and Mr. Stiver) prior to March 31, 2017, any unvested and non-forfeited shares of restricted stock held by Mr. Stiver shall fully vest.

In light of Mr. Stiver’s announced December 30, 2016 departure date, the Company expects that the Amended Stock Option Agreement and the Restricted Stock Amendment will result in Mr. Stiver’s options and restricted stock fully vesting upon his departure.

The foregoing descriptions of the Amended Stock Option Agreements and the Restricted Stock Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the Form of Amended Stock Option Agreement and the Restricted Stock Amendment, which are filed herewith as Exhibits 10.2 and 10.3, respectively.

Item 7.01. Regulation FD Disclosure

On September 9, 2016, the Company issued a press release announcing the closing of the Transaction. A copy of the press release is furnished as Exhibit 99.1 hereto.

The information furnished in this Item 7.01 and in Exhibit 99.1 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities under that Section and shall not be deemed incorporated by reference into any filing of the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly provided by specific reference in such filing.

Item 8.01. Other Events

Third Amendment to the Asset Purchase Agreement

On September 9, 2016, the Company entered into an amendment (the “Third Amendment”) to the Asset Purchase Agreement. The Third Amendment provides for non-material amendments to the closing mechanics, defined terms, acquired and excluded assets, and covenants of the Asset Purchase Agreement. Such non-material amendments clarify or implement technical and procedural matters that are contemplated by the parties in connection with the closing of the Transaction.

A copy of the Third Amendment is filed as Exhibit 2.1 to this Current Report on Form 8-K. The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Third Amendment.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
2.1	Amendment, dated September 9, 2016, to the Asset Purchase Agreement, dated June 11, 2016, as amended on June 16, 2016, and as further amended on September 2, 2016, (the “Asset Purchase Agreement”), by and among BioScrip, Inc., HomeChoice Partners, Inc., HS Infusion Holdings, Inc., and each of the subsidiaries of HS Infusion Holdings, Inc. set forth on the signature pages to the Asset Purchase Agreement
10.1	First Amendment to Amended and Restated Employment Agreement, dated September 9, 2016, between Richard M. Smith and BioScrip, Inc.
10.2	Form of Amendment One to Non-Qualified Stock Option Agreement 2008 Equity Incentive Plan (entered with Messrs. Kreger, Evans and Stiver).
10.3	Amendment One to the Stock Grant Certificate under the BioScrip/CHS 2006 Equity Incentive Plan from the Company to Brian Stiver, dated September 8, 2016.
99.1	Press release dated September 9, 2016.

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: September 12, 2016

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

EXHIBIT INDEX

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10.3	Amendment One to the Stock Grant Certificate under the BioScrip/CHS 2006 Equity Incentive Plan from the Company to Brian Stiver, dated September 8, 2016.
99.1	Press release dated September 9, 2016.

THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT

This THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT (this “**Amendment**”), dated as of September 9, 2016, amends that certain Asset Purchase Agreement (the “**Agreement**”), dated as of June 11, 2016, 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**”), as amended by that certain First Amendment to Asset Purchase Agreement (the “**First Amendment**”), dated as of June 16, 2016, by and among the Company, Parent and Buyer, and by that certain Second Amendment to Asset Purchase Agreement (the “**Second Amendment**”), dated as of September 2, 2016, by and among the Company, Parent and 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 and the First Amendment and the Second Amendment;

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. Amendment to Closing Time. The Closing shall take effect as of 11:59 p.m. Eastern Time on the Closing Date. Accordingly, each reference in the Agreement to “12:01 a.m. Eastern Time” shall be revised to “11:59 p.m. Eastern Time.”
 2. Amendments to Section 1.1.
 - a. The definition of the defined term “Escrow Agreement” shall be amended and restated to read as follows: “means the escrow agreement to be entered into in substantially the form set forth on Exhibit 1.2 hereto (as amended).”
 - b. The definition of the defined term “Escrow Account” shall be amended and restated to read as follows: “means the escrow account established pursuant to the Escrow Agreement.”
 - c. The definition of the defined term “Escrow Agent” shall be amended and restated to read as follows: “means American Stock Transfer & Trust Company, LLC, a New York limited liability trust company.”
 - d. The defined term “Escrow Fund” shall be replaced (in Section 1.1 and throughout the Agreement) with the term “Escrow Property” with no changes to the definition thereof.
 - e. The following definition shall be added, in alphabetical order, to Section 1.1 of the Agreement: “Organizational and Equity-Related Documents” means, with respect to the Company and its Subsidiaries, (x) each such Person’s certificate of incorporation, operating agreement and/or bylaws (or equivalent documents), and, specifically with respect to the Company, its
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Stockholders' Agreement dated September 24, 2012, (y) each of the Amended and Restated Transaction Bonus Agreements, dated as of September 8, 2016, by and between Home Infusion Solutions, LLC and each of Daniel Greenleaf, George Gregory Meadows and Alex Schott, (z) subscription agreements of the Company, stock option agreements of the Company, restricted stock agreements of the Company and transaction cash bonus agreements of the Company

3. Amendments to Section 1.2. The terms "Acquired Policies" and "Retained Policies" shall be deleted therefrom.

4. Amendments to Section 2.1.1.

- a. Clause (v) of Section 2.1.1 of the Agreement shall be revised to add the words "Medicare bill for denial," after the words "Medicare Advantage Contracts."
- b. Clause (ix) of Section 2.1.1 of the Agreement shall be amended and restated to read as follows:

"(ix) Intentionally Omitted."

5. Amendments to Section 2.1.2.

- a. Clause (viii) of Section 2.1.2 of the Agreement shall be amended and restated to read as follows:

"(viii) all Organizational and Equity-Related Documents, all corporate minute books and stock records (and other similar corporate records), and any books and records related solely to the Excluded Assets or the Excluded Liabilities;"

- b. Clause (x) of Section 2.1.2 of the Agreement shall be amended and restated to read as follows:

"(x) all policies of insurance referenced on Schedule 5.15 of the Disclosure Schedule;"

6. Amendment to Section 4.7. Section 4.7 of the Agreement shall be amended to revise the words "within thirty (30) days" therein to "by September 1, 2016."

7. Amendment to Section 6.13. Section 6.13 of the Agreement shall be amended to add the words "(as amended)" after the words "June 8, 2016".

8. Notification Pursuant to Section 9.2. Pursuant to Section 9.2 of the Agreement, the Company hereby notifies the Buyer that the consummation of the transactions contemplated by the Agreement may give rise to the payment of amounts to each of Daniel E. Greenleaf, George Gregory Meadows and Alex Schott that may not be deductible pursuant to Code Section 280G.

9. Amendment to Section 9.8. Section 9.8 of the Agreement shall be amended and restated in its entirety to read as follows:

"9.8.1 Intentionally Omitted.

9.8.2 To the extent that any insurance policy referenced in Section 2.1.2(x) above covers any Losses related to an Acquired Asset or an Assumed Liability, the Company shall reasonably cooperate and cause its Affiliates to reasonably cooperate with Buyer in submitting claims with respect to such Losses on behalf of Buyer, and shall

promptly remit the proceeds received therefrom to Buyer or its designee(s), less the Company's reasonable cost of collection.

9.8.3 To the extent that any Buyer policy referenced in Section 9.8.4 below covers any Losses related to an Excluded Asset or an Excluded Liability, Buyer shall reasonably cooperate and cause its Affiliates to reasonably cooperate with the Company in submitting claims with respect to such Losses on behalf of the Company, and shall promptly remit the proceeds received therefrom to the Company or its designee(s), less Buyer's reasonable cost of collection.

9.8.4 Buyer shall integrate the Company's cyber liability coverage, medical professional coverage, employee benefits and umbrella coverage with respect to medical professional liability and employee benefits liability into Buyer's coverage programs (in each case matching the prior acts date) in exchange for a flat additional premium payment. Fifty percent (50%) of the flat addition premium payment referenced in the prior sentence (estimated to be not greater than \$60,000) shall be deemed to be Transaction-Related Costs. The Company shall (x) purchase on the Closing Date a six-year extended reporting endorsement on its executive risk policy, with limits consistent with amounts in effect as of the date hereof (it being understood and agreed that Buyer shall pay on behalf of the Company all amounts paid by the Company or its Subsidiaries in connection with this sentence with fifty percent (50%) of such amount deemed to be Transaction-Related Costs), and (y) use its reasonable best efforts to add Buyer as an additional insured to said policy. On or before the Closing, the Company will provide Buyer with a certificate of insurance evidencing the tail policy referenced in the preceding sentence.

10. Amendments to Section 9.14.

- a. The last sentence of Section 9.14.2 of the Agreement shall be amended and restated to read as follows:

"The obligation of the Company and Buyer to use their commercially reasonable efforts to obtain any consent or waiver after the Closing Date from any third party, as set forth in this Section 9.14.2, shall terminate ninety (90) days following the Closing."

- b. The following Section 9.14.3 shall be added to the Agreement:

"9.14.3. The Buyer Parties have directed the Company and its Subsidiaries to refrain from taking any action to cause certain Contracts (each of which is set forth on Schedule 9.14 hereto and which are collectively referred to herein as the "**Designated Contracts**") to be assigned to Buyer at the Closing, notwithstanding that Section 2.1.1 of this Agreement provides that such Designated Contracts are otherwise intended to constitute Acquired Assets hereunder. Further, the Buyer Parties have directed the Company and its Subsidiaries to send notice to counterparties to certain of the Designated Contracts (which Contracts are identified with a "Termination Notice Sent" indication on Schedule 9.14) to cause the termination of such Designated Contracts. In consideration of the Company's willingness to comply with the Buyer Parties' directions regarding such Designated Contracts, the parties acknowledge and agree to the following terms with respect thereto:

9.14.3.1 Notwithstanding anything to the contrary in this Agreement, the Designated Contracts shall not be assigned to Buyer at the Closing, and the Company shall not be

required to make any efforts, whether prior to or following the Closing, to cause the assignment of such Contracts to Buyer.

9.14.3.2 For the avoidance of doubt and notwithstanding the fact that the Designated Contracts will not be assigned to Buyer at the Closing (i.e., will not constitute Acquired Assets), all Liabilities existing or arising under such Designated Contracts shall be Assumed Liabilities for all purposes under this Agreement. Without limiting the generality of the foregoing, any Liabilities incurred as a result of the Buyer Parties' direction to terminate (or not assign) any Designated Contract (including any failure to meet minimum purchase requirements in any Designated Contract) shall be Assumed Liabilities. Further, the Company shall in no way be adversely affected as a result of the Buyer Parties' direction to terminate (or not assign) any Designated Contract (e.g., the loss of a rebate or other accounts receivable as a result of the Buyer Parties' direction shall not adversely affect the Company with respect to the calculation of Net Working Capital).

9.14.3.3 For the avoidance of doubt, any accounts receivable described in clause (v) of Section 2.1.1 that are associated with Designated Contracts shall be Acquired Assets.

9.14.3.4 For each Designated Contract, the Buyer Parties shall, on behalf of the Company and at the Buyer Parties' expense, use their commercially reasonable efforts to promptly, but in any case within ninety (90) days following the Closing, cause such Designated Contracts to be terminated following the Closing."

c. The following Section 9.14.4 shall be added to the Agreement:

"9.14.4. Buyer has elected to purchase the property that is subject to the Company's arrangements with Gelco Corporation on the Closing Date. Buyer shall use its reasonable best efforts (with the reasonable cooperation of the Company) after the Closing to cause the letter of credit, dated September 2, 2014, issued by The Bank of New York Mellon to Gelco Corporation for the account of Home Infusion Solutions, LLC, to be returned (undrawn) by Gelco Corporation to The Bank of New York Mellon as promptly as is reasonably practicable after the Closing."

11. Amendment to Section 9.18.1. Section 9.18.1 of the Agreement shall be amended to add the following sentence as the last sentence of such Section:

"The obligation of the Company and its Subsidiaries or the Buyer, as applicable, to promptly remit proceeds pursuant to this Section 9.18.1 shall not be deemed to require the Company and its Subsidiaries, on the one hand, or the Buyer, on the other hand, to make such remittances more than one (1) time per week."

12. Amendments to Article 9.

a. Article 9 of the Agreement shall be amended by adding the following Section 9.24:

"9.24 No Separation from Service and Assumption of Plan. With respect to service providers (i) providing services to the Company or its Subsidiaries immediately before the transactions contemplated hereby, (ii) who provide services to the Buyer Parties after and in connection with the transactions contemplated hereby, and (iii) who are participants in the Home Solutions, Inc. Corporate Performance Plan (service providers who satisfy (i)–(iii), the "**Continuing Service Providers**"), the Company and Buyer Parties hereby agree, pursuant to and in compliance with

Treasury Regulation §1.409A-1(h)(4), that the transactions contemplated hereby will not constitute a “separation of service,” as such term is defined in the regulations under Section 409A of the Code, for purposes of the Home Solutions, Inc. Corporate Performance Plan. Pursuant to and in further compliance with Treasury Regulation §1.409A-1(h)(4), the Company and Buyer Parties hereby agree that all Continuing Service Providers will be treated consistently (regardless of position at the Company) for purposes of applying the provisions of the Home Solutions, Inc. Corporate Performance Plan. It is further agreed that effective as of the Closing Date, Parent shall assume sponsorship of the Home Solutions, Inc. Corporate Performance Plan and become liable for all payments thereunder. The Company and Parent agree to take any and all actions reasonably necessary to amend the Home Solutions, Inc. Corporate Performance Plan effective as of the Closing Date to reflect the assumption described above.”

- b. 9.25 Escrow Agreement. Notwithstanding anything to the contrary in the Escrow Agreement, Buyer and the Company hereby acknowledge and agree that: (i) each of Buyer and the Company shall be responsible for 50% of the indemnification obligations set forth in Section 10 of the Escrow Agreement, irrespective of any joint and several liability that either may have to Escrow Agent under the Escrow Agreement; and (ii) if Buyer or the Company incurs greater than 50% of such indemnification obligations, Buyer or the Company, as applicable, will promptly make payment to the other such that each of Buyer and the Company has borne 50% of all amounts which are paid to Escrow Agent under Section 10 of the Escrow Agreement.
13. 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.
14. 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.
15. 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/ Kathryn Stalmack
Printed Name: Kathryn Stalmack
Its: SVP & General Counsel

BUYER:

HomeChoice Partners, Inc., a Delaware corporation

By: /s/ Kathryn Stalmack
Printed Name: Kathryn Stalmack
Its: SVP & General Counsel

COMPANY:

HS Infusion Holdings, Inc., a Delaware corporation

By: /s/ Daniel Greenleaf
Printed Name: Daniel Greenleaf
Its: Chairman & CEO

[Signature page to Amendment No. 3 to Asset Purchase Agreement]

**FIRST AMENDMENT TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT (the "First Amendment") to the AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement"), originally made as of December 23, 2010, and amended and restated on November 25, 2013, between Richard M. Smith ("Executive"), and BioScrip, Inc. ("Company"), is hereby made on this 9th day of September, 2016 by and between the parties identified herein and shall be effective upon the closing of the transaction contemplated below (the "Effective Date").

WHEREAS, the Company has employed Executive, pursuant to the Agreement, as its President and Chief Executive Officer, and Executive serves on the Company's Board of Directors; and

WHEREAS, Executive is President and Chief Executive Officer, and serves on the Board, of the Company subsidiaries identified in this First Amendment; and

WHEREAS, the Company and Home Solutions, Inc. have entered into a transaction whereby the Company is acquiring HS Infusion Holdings, Inc., which transaction is scheduled to close on or about September 9, 2016 (the "Closing"); and

WHEREAS, upon the Closing, Executive shall relinquish his title as Chief Executive Officer and President of the Company, in consideration for this First Amendment; and

WHEREAS, it is anticipated that, effective December 1, 2016, Executive shall assume the title of Vice Chair of the Company's Board of Directors; and

WHEREAS, Executive shall remain employed at the Company pursuant to the Agreement, until November 30, 2016; and

WHEREAS the parties have agreed that it is mutually beneficial to Executive and the Company for Executive to relinquish his title as Chief Executive Officer and President of the Company, and of each subsidiary, on the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and the covenants in this First Amendment, the parties agree as follows:

1. **Position and Duties.** Section 1(a) of the Agreement is amended to provide that, upon the Closing, Executive shall relinquish the titles of President and Chief Executive Officer of the Company. It is anticipated that Executive will assume the title of Vice Chair of the Board of Directors of the Company effective December 1, 2016. In connection therewith, and in consideration of this First Amendment, Executive shall forbear from asserting that such title change constitutes Good Reason for the termination of employment pursuant to Section 4(f).

2. **Service for Company Subsidiaries.** Upon the Closing, Executive shall resign as President and Chief Executive Officer of the following subsidiaries of the Company, as well as resign as a member of the Board of Directors of each such subsidiary: Applied Health Care, LLC, BioScrip Infusion Management, LLC, BioScrip Infusion Services, Inc., BioScrip Infusion

Services, LLC, BioScrip Medical Supply Services, LLC, BioScrip Nursing Services, LLC, BioScrip PBM Services, LLC, BioScrip Pharmacy (NY), Inc., BioScrip Pharmacy (Puerto Rico), Inc., BioScrip Pharmacy Services, Inc., BioScrip Pharmacy, Inc., Bradhurst Specialty Pharmacy, Inc., Chronimed, LLC, CHS Holdings, Inc., Critical Homecare Solutions, Inc., Deaconess Enterprises, LLC, Deaconess HomeCare, LLC, East Goshen Pharmacy, Inc., HomeChoice Partners, Inc., InfuCenters, LLC, Infusal Partners, InfuScience HHA, LLC, InfuScience, Inc., InfuScience South Carolina, LLC, InfuScience Subs, Inc., Infusion Partners of Brunswick, LLC, Infusion Partners of Melbourne, LLC, Infusion Partners, LLC, Infusion Solutions, Inc., Infusion Therapy Specialists, Inc., Knoxville Home Therapies, LLC, National Health Infusion, Inc., Natural Living, Inc., New England Home Therapies, Inc., Option Health, Ltd., Professional Home Care Services, Inc., Regional Ambulatory Diagnostics, Inc., Scott-Wilson, Inc., Specialty Pharma, Inc., and Wilcox Medical, Inc. (collectively, the "Subsidiaries"). The Subsidiaries shall be made a party to this First Amendment and the Agreement, including the rights and obligations set forth in the Agreement.

3. Term. The following language shall be added at the end of Section 2: In accordance with the foregoing, the Company has notified Executive that, upon the Closing, the Company does not intend to renew or extend the Agreement. Executive's Termination Date, and the date upon which he shall separate from the Company's service shall be November 30, 2016 due to nonrenewal of the Agreement. During the period between the Closing and the Termination Date, Executive shall be relieved of his regular duties and perform only such transition services as the Company and its new Chief Executive Officer request (the "Transition Period"). During the Transition Period, Executive shall continue to receive his regular Base Salary, and remain eligible for all Company benefits. Executive shall be eligible for all post-termination payments and benefits (and, if applicable, his estate and assigns) pursuant to Section 5(c) of the Agreement. For the avoidance of doubt, Company retains the right to terminate Executive for Cause before the Termination Date in accordance with Section 4(c) of the Agreement.

4. Board Service Following Termination Date. Following the Termination Date, Executive shall be paid such director compensation as is paid to other non-employee directors for as long as he continues to serve as a member of the Company's Board of Directors. Executive shall be entitled to keep his laptop computer and cellular phone provided by the Company for as long as Executive continues to serve on the Company's Board, and shall return these items to the Company upon his termination of service as a member of the Board.

5. This Amendment is consistent with Section 18 of the Agreement. All other provisions of the Agreement shall remain in full force and effect.

The parties hereto have executed this Amendment on this 9th day of September, 2016.

RICHARD M. SMITH

BIOSCRIP, INC.

/s/ Richard M. Smith

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

APPLIED HEALTH CARE, LLC

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

BIOSCRIP INFUSION MANAGEMENT, LLC

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

BIOSCRIP INFUSION SERVICES, INC.

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

BIOSCRIP INFUSION SERVICES, LLC

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

BIOSCRIP MEDICAL SUPPLY SERVICES, LLC

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

BIOSCRIP NURSING SERVICES, LLC

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

BIOSCRIP PBM SERVICES, LLC

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

BIOSCRIP PHARMACY (NY), INC.

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

BIOSCRIP PHARMACY (PUERTO RICO), INC.

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

BIOSCRIP PHARMACY SERVICES, INC.

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

BIOSCRIP PHARMACY, INC.

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

BRADHURST SPECIALTY PHARMACY, INC.

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

CHRONIMED, LLC

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

CHS HOLDINGS, INC.

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

CRITICAL HOMECARE SOLUTIONS, INC.

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

DEACONESS ENTERPRISES, LLC

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

DEACONESS HOMECARE, LLC

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

EAST GOSHEN PHARMACY, INC.

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

HOMECHOICE PARTNERS, INC.

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

INFUCENTERS, LLC

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

INFUSAL PARTNERS

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

INFUSCIENCE HHA, LLC

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

INFUSCIENCE, INC.

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

INFUSCIENCE SOUTH CAROLINA, LLC

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

INFUSCIENCE SUBS, INC.

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

INFUSION PARTNERS OF BRUNSWICK, LLC

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

INFUSION PARTNERS OF MELBOURNE, LLC

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

INFUSION PARTNERS, LLC

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

INFUSION SOLUTIONS, INC.

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

INFUSION THERAPY SPECIALISTS, INC.

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

KNOXVILLE HOME THERAPIES, LLC

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

NATURAL LIVING, INC.

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

OPTION HEALTH, LTD.

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

REGIONAL AMBULATORY DIAGNOSTICS, INC.

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

SPECIALTY PHARMA, INC.

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

NATIONAL HEALTH INFUSION, INC.

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

NEW ENGLAND HOME THERAPIES, INC.

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

PROFESSIONAL HOME CARE SERVICES, INC.

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

SCOTT-WILSON, INC.

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

WILCOX MEDICAL, INC.

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

BIOSCRIP, INC.
AMENDMENT ONE TO
NON-QUALIFIED STOCK OPTION AGREEMENT
2008 EQUITY INCENTIVE PLAN
BETWEEN THE COMPANY AND [INSERT]

WHEREAS, BioScrip, Inc., a Delaware corporation (the “Company”) granted the right and option to purchase a certain number of shares of common stock of the Company (the “Option”) to [INSERT] (the “Awardee”) under the BioScrip, Inc. 2008 Equity Incentive Plan, as amended from time to time (the “Plan”), as evidenced by the Non-Qualified Stock Option Agreement(s) between the Company and the Awardee, dated [INSERT] (the “Option Agreement”);

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “Committee”) has the authority to determine the terms and conditions, not inconsistent with the provisions of the Plan, of any Award granted hereunder;

WHEREAS, the Committee desires to amend the Option Agreement to accelerate vesting and extend the exercise period for the Option, but only if the Awardee’s employment is terminated by the Company without cause before March 31, 2017; and

WHEREAS, the Committee has authorized, empowered and directed the undersigned to take all action to implement this amendment to the Option Agreement.

NOW THEREFORE, effective as of the date set forth below, the Option Agreement is amended as follows:

1. Section 4 of the Option Agreement is amended by adding the following sentence at the end of Section 4, as follows:

“If the Awardee’s employment with the Company and all Affiliates (as defined in the Plan), is terminated without “Cause” (as defined in Section 8 below) before March 31, 2017, any unvested portion of the Option shall vest immediately, and be exercisable until the end of the Post-Termination Period described in Section 8, in the same manner as if a Change in Control had occurred immediately before such Awardee’s actual termination of employment.”

2. Section 8 of the Option Agreement is amended to add the following sentences to the end of Section 8, as follows:

“If the Awardee’s employment with the Company and all Affiliates (as defined in the Plan) is terminated without “Cause” (as defined in this Paragraph) before March 31, 2017, the Option shall fully (one hundred percent [100%]) vest and become exercisable as described in Section 4; provided, however, that subject to Securities Law extension set forth in Paragraph 3, the Post-Termination Period shall end on the earlier of: (a) the second (2nd) anniversary of the Awardee’s termination of employment with the Company and all Affiliates; or (b) the Expiration Date of the Option as set forth in Paragraph 3. For these purposes, “Cause” shall mean “Cause”

as defined in any offer letter or employment agreement between the Company and the Awardee, as may be amended from time to time.”

IN WITNESS WHEREOF, the Company has executed this Amendment One to the Option Agreement, to be effective on this ____ day of _____, with the consent of the Awardee as noted below.

Company:

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO:

[INSERT], Awardee

**BIOSCRIP, INC. AMENDMENT ONE TO
THE STOCK GRANT CERTIFICATE UNDER
THE BIOSCRIP/CHS 2006 EQUITY INCENTIVE PLAN
FROM THE COMPANY TO BRIAN STIVER**

WHEREAS, BioScrip, Inc., a Delaware corporation (the “Company”) granted restricted Common Stock of the Company (the “Stock”) to Brian Stiver (the “Awardee”) under the BioScrip/CHS 2006 Equity Incentive Plan, as amended from time to time (the “Plan”), as evidenced by the Stock Grant Certificate dated March 28, 2013 (the “Stock Grant Certificate”);

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “Committee”) has the authority to determine the terms and conditions, not inconsistent with the provisions of the Plan, of any Award granted thereunder;

WHEREAS, the Committee desires to amend the Stock Grant Certificate to provide for immediate vesting of the Restricted Stock if the Awardee’s employment is terminated by the Company without cause before March 31, 2017; and

WHEREAS, the Committee has authorized, empowered and directed the undersigned to take all action to implement this amendment to the Stock Grant Certificate.

NOW THEREFORE, effective as of the date set forth below, the Stock Grant Certificate is amended as follows:

1. Section 2(c) Stock Grant Certificate is amended by deleting the final three paragraphs of that section (beginning with “Vesting of” and continuing through the end of the section) and replacing them with the following:

“If the Awardee’s employment with the Company and all Affiliates (as defined in the Plan), is terminated without “Cause” (as defined below) before March 31, 2017, any unvested Restricted Stock shall vest as to 100% of the then unvested and non-forfeited shares of Restricted Stock. For these purposes, “Cause” shall mean “Cause” as defined in any offer letter or employment agreement between the Company and the Awardee, as may be amended from time to time.”

IN WITNESS WHEREOF, the Company has executed this Amendment One to the Stock Grant Certificate, to be effective on this 8th day of September 2016, with the consent of the Awardee as noted below.

Company:

By: /s/ Richard M. Smith

Name: Richard M. Smith

Title: President and Chief Executive Officer

ACCEPTED AND AGREED TO:

 /s/ Brian Stiver
Brian Stiver, Awardee

For Immediate Release**BioScrip Completes Acquisition of Home Solutions**

DENVER, September 9, 2016 -- BioScrip, Inc. (NASDAQ:BIOS) ("BioScrip" or the "Company"), a leading national provider of infusion and home care management solutions, today announced that it has completed the acquisition of HS Infusion Holdings, Inc. ("Home Solutions"), enhancing its position as a leading provider of home infusion services.

The combination of BioScrip and Home Solutions brings together two highly complementary infusion services with an enhanced focus on higher margin, core infusion therapies. As a combined company, BioScrip expects to generate over \$1 billion in annual revenue for the fiscal year ending December 31, 2017. The transaction is expected to be accretive to BioScrip's financial results and is estimated to generate \$14-17 million of synergies in approximately 12-18 months following the closing. The additional financial contribution from Home Solutions, including anticipated synergies, is anticipated to strengthen BioScrip's balance sheet and leverage profile, improve BioScrip's strategic flexibility and competitive positioning and realign the Company as a growth platform in the attractive post-acute care segment.

Effective with the completion of the transaction, Daniel Greenleaf is serving as President and Chief Executive Officer of BioScrip and a member of the Company's Board of Directors, and Rick Smith, who has served as BioScrip's Chief Executive Officer, now serves as Vice Chairman of the Board of Directors.

"We are pleased to complete this compelling combination and are moving forward as one company with an enhanced focus on core infusion services," said Mr. Greenleaf. "We are committed to our mission to provide national reach and local care, and look forward to realizing the meaningful benefits this transaction provides for our employees, customers and patients. We are confident in our integration plans and our commitment to achieving the expected synergies and financial targets. Overall, we are well-positioned to continue to be a leading infusion company in the attractive post-acute segment. I am honored to lead our combined team of talented employees and look forward to working to advance BioScrip's growth, create value and drive further success."

As previously announced on September 2, 2016, BioScrip and Home Solutions will seek BioScrip stockholder approval to increase BioScrip's authorized share capital to allow the company to issue certain contingent purchase considerations, if earned. BioScrip will announce a date for the Special Meeting of Stockholders in due course.

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.

Forward-Looking Statements - Safe Harbor

This press release includes statements that may constitute "forward-looking statements," that involve substantial risks and uncertainties. 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, 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.

For Further Information:

Investor Contact

Jeffrey M. Kreger

BioScrip Chief Financial Officer

(720) 697-5200

jeffrey.kreger@bioscrip.com
