

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

SCHEDULE 13D

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. ___)*

BioScrip, Inc.

(Name of Issuer)

Common Stock, \$.0001 par value

(Title of Class of Securities)

09069N108

(CUSIP Number)

Barry A. Posner
Executive Vice President, Secretary and General Counsel
BioScrip, Inc.
100 Clearbrook Road,
Elmsford NY 10523
914-460-1600

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

Cc:

E. William Bates, II
King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036
(212) 556-2100

January 24, 2010

(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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

(Page 1 of 15 Pages)

* 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 (the "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	NAMES OF REPORTING PERSONS Richard H. Friedman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 00	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,411,944
	8	SHARED VOTING POWER 3,329,499*
	9	SOLE DISPOSITIVE POWER 2,411,944
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,329,499*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> **	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.9%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* See discussion in Items 4 and 5 of this Statement on Schedule 13D. As more fully described in the responses to Items 4 and 5 of this Statement on Schedule 13D, beneficial ownership of the above referenced shares of Common Stock is being reported hereunder solely because the Reporting Persons and certain other beneficial owners of Common Stock named herein may be deemed to have beneficial ownership of such shares as a result of the Voting Agreement described below. Neither the filing of this Statement on Schedule 13D nor any of its contents shall be deemed to constitute an admission by any Reporting Person that, except as set forth herein, it is the beneficial owner of any shares of Common Stock for purposes of Section 13(d) of the Act, or for any other purpose, and such beneficial ownership thereof is expressly disclaimed.

** See footnotes 1 - 4 in Item 5 (a) - (b).

1	NAMES OF REPORTING PERSONS Richard M. Smith	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 00	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 155,000
	8	SHARED VOTING POWER 3,329,499*
	9	SOLE DISPOSITIVE POWER 155,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,329,499*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> **	
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** See footnotes 1 - 4 in Item 5 (a) - (b).

1	NAMES OF REPORTING PERSONS Barry A. Posner	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 00	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 384,388
	8	SHARED VOTING POWER 3,329,499*
	9	SOLE DISPOSITIVE POWER 384,388
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,329,499*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> **	
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** See footnotes 1 - 4 in Item 5 (a) - (b).

1	NAMES OF REPORTING PERSONS Stanley G. Rosenbaum	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) 00	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 378,167
	8	SHARED VOTING POWER 3,329,499*
	9	SOLE DISPOSITIVE POWER 378,167
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,329,499*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> **	
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** See footnotes 1 - 4 in Item 5 (a) - (b).

Item 1. Security and Issuer.

The class of equity securities to which this Schedule 13D relates is the Common Stock, par value \$.0001 per share (the "Common Stock") of BioScrip, Inc., a Delaware corporation (the "Issuer"). The address of the Issuer's principal executive offices is 100 Clearbrook Road, Elmsford NY 10523.

Item 2. Identity and Background.

(a) - (c) and (f) This Schedule 13D is being filed on behalf of Richard H. Friedman, Richard M. Smith, Barry A. Posner and Stanley G. Rosenbaum (together, the "Reporting Persons").

Richard H. Friedman is Chief Executive Officer and Chairman of the Board of Directors of the Issuer. His business address is 100 Clearbrook Road, Elmsford NY 10523. He is a citizen of the United States of America.

Richard M. Smith is President and Chief Operating Officer of the Issuer. His business address is 100 Clearbrook Road, Elmsford NY 10523. He is a citizen of the United States of America.

Barry A. Posner is Executive Vice President, Secretary and General Counsel of the Issuer. His business address is 100 Clearbrook Road, Elmsford NY 10523. He is a citizen of the United States of America.

Stanley G. Rosenbaum is Executive Vice President, Chief Financial Officer and Treasurer of the Issuer. His business address is 100 Clearbrook Road, Elmsford NY 10523. He is a citizen of the United States of America.

(d) - (e) During the last five years, none of the Reporting Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining the

person from future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation of such laws.

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

On January 24, 2010, the Reporting Persons, Critical Homecare Solutions Holdings, Inc., a Delaware corporation (“CHS”), and Kohlberg Investors V, L.P., a Delaware limited partnership (the “Stockholders’ Representative”), entered into a common stock voting agreement (the “Voting Agreement”) with respect to the shares of Common Stock beneficially owned by the Reporting Persons.

The Reporting Persons did not pay any monetary consideration to the Issuer in connection with the execution and delivery of the Voting Agreement. For a description of the Voting Agreement, see Item 4 below, which description is incorporated by reference in the response to this Item 3.

The Voting Agreement is filed as Exhibit 99.2 and is incorporated herein by reference.

Item 4. Purpose of Transaction.

(a) - (j)

Voting Agreement

The Voting Agreement was entered into as a condition to the willingness of CHS and the Stockholders’ Representative to enter into the agreement and plan of merger (the “Merger Agreement”) by and among the Issuer, Camelot Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Issuer (the “Merger Sub”), CHS, the Stockholders’ Representative, Kohlberg Partners V, L.P., a Delaware limited partnership, Kohlberg Offshore Investors V, L.P., a Delaware limited partnership, Kohlberg TE Investors V, L.P., a Delaware limited partnership, KOCO Investors V, L.P., a Delaware limited partnership, Robert Cucuel, Mary Jane Graves, Nitin Patel, Joey Ryan, Blackstone Mezzanine Partners II L.P., a Delaware limited partnership, Blackstone Mezzanine Holdings II L.P., a Delaware limited partnership, and S.A.C. Domestic Capital Funding, Ltd., a Cayman Islands limited company (collectively, including the Stockholders’ Representative, the “Target Stockholders”). Pursuant to the Voting Agreement, each of the Reporting Persons agreed that:

- at any time that the Issuer conducts a meeting of, or otherwise seeks a vote or consent of, the holders of the Common Stock for the purpose of approving and adopting the Merger (as defined below), the other transactions contemplated by the Merger Agreement and the actions required in furtherance thereof, such Reporting Person will vote, or provide a consent with respect to, the shares of Common Stock owned by such Reporting Person:
 - o in favor of the Merger, the other transactions contemplated by the Merger Agreement and the actions required in furtherance thereof, which includes the
-

issuance of Common Stock and Warrants (as defined below) in connection with the Merger; and

- o against any action or agreement that would compete with, impede, delay or interfere with the approval of the Merger and the other transactions contemplated by the Merger Agreement; and
- that at the first annual meeting of the holders of Common Stock following the closing of the Merger for the purpose of the election of directors to the Board of Directors of the Issuer, such Reporting Person will vote the shares of Common Stock owned by such Reporting Person in favor of each of the two individuals designated by the Stockholders' Representative pursuant to the terms of the stockholders' agreement, dated as of January 24, 2010, by and among the Issuer, the Target Stockholders and Colleen Lederer.

The Reporting Persons have agreed not to transfer any shares of Common Stock so long as the Voting Agreement is in effect, except as permitted under the Voting Agreement. The Voting Agreement will terminate upon the earliest to occur of (a) the completion of the first annual meeting of the holders of Common Stock following the closing of the Merger and (b) the termination of the Merger Agreement in accordance with its terms.

Merger Agreement

The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Merger (the "Effective Time"), CHS will be merged with and into Merger Sub (the "Merger"). As a result of the Merger, the separate corporate existence of the CHS will cease and Merger Sub will continue as the surviving corporation of the Merger and a wholly owned subsidiary of the Issuer. In connection with the Merger, pursuant to the terms of the Merger Agreement, the Issuer is paying a total purchase price of \$343,200,000 for the acquisition of CHS as follows:

- Cash of \$110,000,000 (which will be subject to increase if net indebtedness of CHS at the Effective Time is less than \$132,000,000 and decrease if net indebtedness of CHS at the Effective Time is greater than \$132,000,000);
 - the repayment of net indebtedness of CHS (approximately \$132,000,000 at December 31, 2009, subject to adjustment as described above);
 - approximately 12,655,600 shares of Common Stock having an aggregate value of \$98,966,792 based on the Issuer's closing stock price of \$7.82 on January 22, 2010, the last trading day prior to execution of the Merger Agreement (which will be subject to increase if net indebtedness of CHS at the Effective Time is less than \$132,000,000), and assuming that no Options have been exercised between the date of the Merger Agreement and the closing of the Merger and that CHS's expenses in connection with the Merger are \$10,000,000 and the net indebtedness is \$132,000,000; and
-

- warrants representing the right to purchase, in the aggregate, 3,400,945 shares of Common Stock, having a \$10.00 per share strike price and a five year term (the "Warrants").

The Issuer will assume and adopt the Critical Homecare Solutions Holdings, Inc. 2006 Equity Incentive Plan, as amended (the "Stock Option Plan"), at the closing of the Merger. With respect to the right to purchase the shares of common stock, \$0.001 par value, of CHS under the Stock Option Plan (the "Options") held by the top five executives of CHS, approximately 35% of such Options will convert into options exercisable for Common Stock under the Stock Option Plan assumed by the Issuer at the closing of the Merger, and all remaining Options will be cashed out at the Effective Time.

The Merger and the other transactions contemplated by the Merger Agreement are subject to various closing conditions, including approval by the Issuer's stockholders of the issuance of Common Stock and Warrants in connection with the Merger Agreement, the accuracy of representations and warranties and compliance with covenants, receipt of tax opinions with respect to the tax-free nature of the transaction, receipt of regulatory approvals and receipt of financing and other customary closing conditions. In addition, a condition to CHS's obligation to close is that the closing sales price of Common Stock for the ten trading days immediately before the scheduled closing date not be less than \$5.2151. The Company has entered into a commitment letter with Jefferies Finance LLC with respect to the financing of the transactions contemplated by the Merger Agreement. The Merger is expected to close on or about March 31, 2010.

The Issuer will call and hold a special meeting of the stockholders as promptly as practicable to approve and adopt the issuance of Common Stock and Warrants.

Shares of Common Stock totaling 2,696,516 will be deposited into escrow and will be available to satisfy any indemnity to the Issuer (the "Escrow Fund"). The representations and warranties of the Target Stockholders, CHS and the Issuer will survive for 18 months following the closing date of the Merger, except that specified representations and warranties, including organization, due authority, capitalization and broker fees (the "Specified Representations"), will survive for their applicable statute of limitations. The tax indemnity (which includes CHS's and its subsidiaries' taxes due for any taxable period ending on or before the closing date of the Merger (the "Pre-Closing Taxes")) will also survive for the applicable statute of limitations. The Issuer will be indemnified for losses related to, among other things, (i) breaches of the representations and warranties of CHS and Target Stockholders; (ii) breaches of covenants and agreements of CHS and Target Stockholders; and (iii) the Pre-Closing Taxes. Except with respect to the Specified Representations and the tax indemnity, among other things, the indemnity is subject to a deductible of \$1,500,000 for aggregate losses. Except for the Specified Representations, Pre-Closing Taxes, intentional or willful breaches by CHS, and any breaches by the Target Stockholders of any covenants made by CHS or Target Stockholders in the Merger Agreement, the indemnity losses will be recoverable solely from the Escrow Fund.

The Merger Agreement may be terminated on or prior to the Effective Time by, among other things: (i) mutual written consent of the Issuer and Kohlberg; (ii) either the Issuer or Kohlberg if the closing date has not occurred on or before June 30, 2010; or (iii) the Stockholders' Representative or the Issuer if the Common Stock and Warrants issuance proposal has been submitted to the Issuer stockholders for adoption by written consent or at a duly convened special meeting of stockholders (or adjournment or postponement thereof) and the approval of the Issuer stockholders was not obtained.

Item 5. Interest in Securities of the Issuer.

(a) - (b) As of the filing date of this Statement on Schedule 13D, as a result of the Voting Agreement, each Reporting Person may be deemed to have beneficial ownership (within the meaning of Rule 13d-3 under the Act) and shared power to vote or direct the vote of up to the following:

Reporting Person	Shares of Common Stock	Percent of shares of Common Stock outstanding pursuant to Rule 13d-3(d)(1)(5)	Sole power to vote or direct the vote	Shared power to vote or direct the vote	Sole power to dispose or direct the disposition of	Shared power to dispose of or direct the disposition of
Richard H. Friedman	2,411,944 ⁽¹⁾	5.8% ⁽¹⁾	2,411,944	3,329,499	2,411,941	0
Richard M. Smith	155,000 ⁽²⁾	0.4% ⁽²⁾	155,000	3,329,499	155,000	0
Barry A. Posner	384,388 ⁽³⁾	0.9% ⁽³⁾	384,388	3,329,499	384,388	0
Stanley G. Rosenbaum	378,167 ⁽⁴⁾	0.9% ⁽⁴⁾	378,167	3,329,499	378,167	0

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- (1) Includes 1,395,865 shares issuable upon exercise of the vested portion of options held by Mr. Friedman. Excludes 225,000 shares subject to the unvested portion of options held by Mr. Friedman. Includes 250,000 shares of Common Stock owned by the Richard H. Friedman Grantor Retained Annuity Trust, of which Mr. Friedman is the trustee.
 - (2) Includes 35,000 shares issuable upon exercise of the vested portion of options held by Mr. Smith. Excludes 70,000 shares subject to the unvested portion of options held by Mr. Smith.
 - (3) Includes 334,262 shares issuable upon exercise of the vested portion of options held by Mr. Posner. Excludes 133,750 shares subject to the unvested portion of options held by Mr. Posner.
 - (4) Includes 193,410 shares issuable upon exercise of the vested portion of options held by Mr. Rosenbaum. Excludes 146,874 shares subject to the unvested portion of options held by Mr. Rosenbaum.
 - (5) Based on 40,420,776 shares of Common Stock outstanding as of January 29, 2010.
-

In addition to the beneficial ownership of the Reporting Persons described herein, the Target Stockholders, as a result of the Voting Agreement, may be deemed to have beneficial ownership (within the meaning of Rule 13d-3 under the Act) and shared power to vote or direct the vote of 3,329,499 shares of Company Stock.

(c) On December 8, 2009, Mr. Friedman, pursuant to a Rule 10b5-1 trading plan, exercised an option for 20,000 shares of Common Stock and sold those shares in the open market. The exercise price for this option was \$5.80 and the sale price of the shares of Common Stock that were subject to this option was \$8.0454. Except as set forth in this Item 5, the Reporting Persons have not effected any transactions in the Common Stock during the past 60 days.

(d) - (e) Not applicable.

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

The information set forth, or incorporated by reference in, Items 3 through 5 is hereby incorporated by reference.

Below is a table setting forth the options grants to purchase Common Stock held by each of the Reporting Persons.

Name	Option Date	Plan	Shares Outstanding	Shares Exercisable within 60 days of 2/2/2010	Exercise Price
Friedman, Richard	11/28/2001	2001 Incentive Stock Plan	200,000	200,000	\$12.20
	1/2/2002	2001 Incentive Stock Plan	200,000	200,000	\$17.80
	1/2/2003	2001 Incentive Stock Plan	91,698	91,698	\$ 5.80
	1/2/2004	2001 Incentive Stock Plan	200,000	200,000	\$ 7.03
	1/3/2005	2001 Incentive Stock Plan	200,000	200,000	\$ 6.36
	1/3/2006	2001 Incentive Stock Plan	200,000	200,000	\$ 7.54
	1/2/2007	2001 Incentive Stock Plan	66,667	66,667	\$ 3.46

Name	Option Date	Plan	Shares Outstanding	Shares Exercisable within 60 days of 2/2/2010	Exercise Price
	1/2/2008	2001 Incentive Stock Plan	130,000	130,000	\$ 7.70
	1/2/2008	2001 Incentive Stock Plan	70,000	70,000	\$ 7.70
	4/29/2008	2008 Equity Incentive Plan	112,500	37,500	\$ 6.52
	4/28/2009	2008 Equity Incentive Plan	150,000	0	\$ 2.73
Smith, Richard M.					
	1/2/2009	2008 Equity Incentive Plan	105,000	35,000	\$ 2.27
Posner, Barry A.					
	11/28/2001	2001 Incentive Stock Plan	70,000	70,000	\$12.20
	9/24/2003	2001 Incentive Stock Plan	75,000	75,000	\$ 7.95
	7/1/2005	2001 Incentive Stock Plan	13,800	13,800	\$ 6.00
	11/1/2006	2001 Incentive Stock Plan	158,587	158,587	\$ 2.47
	4/29/2008	2008 Equity Incentive Plan	50,625	16,875	\$ 6.52
	4/28/2009	2008 Equity Incentive Plan	100,000	0	\$ 2.73
Rosenbaum, Stanley					
	11/1/2006	2001 Incentive Stock Plan	169,972	169,972	\$ 2.47
	4/29/2008	2008 Equity Incentive Plan	70,312	23,438	\$ 6.52
	4/30/2008	2008 Equity Incentive Plan	100,000	0	\$ 2.73

Item 7. Material to be filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Agreement and Plan of Merger, dated as of January 24, 2010, by and among BioScrip, Inc., Camelot Acquisition Corp., Critical Homecare Solutions Holdings, Inc., Kohlberg Investors V, L.P., Kohlberg Partners V, L.P., Kohlberg Offshore Investors V, L.P., Kohlberg TE Investors V, L.P., KOCO Investors V, L.P., Robert Cucuel, Mary Jane Graves, Nitin Patel, Joey Ryan, Colleen Lederer, Blackstone Mezzanine Partners II L.P., Blackstone Mezzanine Holdings II L.P., and S.A.C. Domestic Capital Funding, Ltd. (incorporated herein by reference to Exhibit 2.1 of BioScrip Inc.'s Current Report on Form 8-K filed January 27, 2010).
99.2	Voting Agreement, dated as of January 24, 2010, by and among Critical Homecare Solutions Holdings, Inc., Kohlberg Investors V, L.P., Richard H. Friedman, Barry A. Posner, Richard M. Smith and Stanley G. Rosenbaum (incorporated herein by reference to Exhibit 10.2 of BioScrip Inc.'s Current Report on Form 8-K filed January 27, 2010).
99.3	Amended and Restated 2001 Incentive Stock Plan (incorporated herein by reference to BioScrip Inc.'s definitive proxy statement for its 2003 annual meeting of stockholders filed April 30, 2003).
99.4	2008 Equity Incentive Plan (incorporated herein by reference to Exhibit 99.1 of BioScrip Inc.'s Registration Statement on Form S-8 filed May 16, 2008).
99.5	Form of Option Agreement for the Amended and Restated 2001 Incentive Stock Plan.
99.6	Form of Stock Option Agreement under the 2008 Equity Incentive Plan (incorporated herein by reference to Exhibit 99.2 of BioScrip Inc.'s Registration Statement on Form S-8 filed May 16, 2008).
99.7	Joint Filing Agreement, dated February 3, 2010, by and among Richard H. Friedman, Richard M. Smith, Barry A. Posner and Stanley G. Rosenbaum.

SIGNATURE

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

Dated: February 3, 2010

/s/ Richard H. Friedman

Richard H. Friedman

/s/ Richard M. Smith

Richard M. Smith

/s/ Barry A. Posner

Barry A. Posner

/s/ Stanley G. Rosenbaum

Stanley G. Rosenbaum

EXHIBIT INDEX

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NON-QUALIFIED STOCK OPTION AGREEMENT

NON-QUALIFIED STOCK OPTION AGREEMENT made as of the ___ day of _____ 20__ (the "Grant Date"), between BioScrip, Inc., a Delaware corporation (the "Company"), and _____ (the "Awardee").

WHEREAS the Company desires to afford the Awardee an opportunity to purchase shares of common stock, \$.0001 par value per share, of the Company ("Common Stock") as hereinafter provided, in accordance with the provisions of the Company's 2001 Incentive Stock Plan (as amended and restated as of the date hereof, the "Plan"), a copy of which has been provided to Awardee.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. **Grant of Option.** The Company hereby grants to the Awardee the right and option (the "Option") to purchase all or any part of an aggregate of ___ shares of Common Stock (the "Shares"). The Option is in all respects limited and conditioned as hereinafter provided, and is subject to the terms and conditions of the Plan now in effect and as they may be amended from time to time, in accordance with the Plan (which terms and conditions are and automatically shall be incorporated herein by reference and made a part hereof and shall control in the event of any conflict with any other terms of this Option Agreement). It is intended that the Option granted hereunder be a non-qualified stock option ("NQSO") and **not** an incentive stock option ("ISO") as such term is defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. **Purchase Price.** The purchase price per share of the Shares under the Option shall be \$___.

3. **Term.** Unless earlier terminated pursuant to any provision of the Plan or of this Option Agreement, this Option shall expire on _____, 20__ (the "Expiration Date"). This Option shall not be exercisable on or after the Expiration Date.

4. **Exercise of Option.** This Option may be exercised as to one-third of the Shares (rounded to the nearest whole share) on each of the first three yearly anniversaries of the date hereof so that the Option shall be exercisable as to all Shares on the third such anniversary. Options that become exercisable in accordance with the foregoing shall remain exercisable, subject to the provisions contained in the Plan and in this Option Agreement (including without limitation Paragraph 8 below), until the expiration of the term of this Option as set forth in Paragraph 3 or until other termination of the Option.

5. **Method of Exercising Option.** Subject to the terms and conditions of this Option Agreement and the Plan, the Option may be exercised upon written notice to the Company or the securities broker then designated by the Company, the form of such notice shall be provided by the Company upon request. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof and shall be accompanied by payment of the full Option price of such shares.

The Option price shall be paid to the Company:

(a) In cash, or in its equivalent;

(b) In Company Common Stock previously acquired by the Awardee, provided that if such shares of Common Stock were acquired through exercise of an ISO or NQSO or of an option under a similar plan, such shares have been held by the Awardee for a period of more than 12 months on the date of exercise;

(c) In Company Common Stock newly acquired by the Optionee upon exercise of the Option; or

(d) In any combination of (a), (b) and (c) above.

In the event such Option price is paid, in whole or in part, with shares of Common Stock, the portion of the Option price so paid shall be equal to the "fair market value" on the date of exercise of the Option, as such "fair market value" is determined in Section 5(a) of the Plan, of the Common Stock surrendered in payment of such Option price.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option (or, if the Option shall be exercised by the Awardee and if the Awardee shall so request in the notice exercising the Option, shall be registered in the name of the Awardee and the Awardee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Awardee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non-assessable by the Company.

The foregoing provisions of this Section 5 to the contrary notwithstanding, this Option may be exercised in such other manner consistent with the Plan and applicable law as from time to time may be authorized in writing by the Company with respect to such "cashless" option exercise arrangements as the Company from time to time may maintain with securities brokers. Any such arrangements and written authorizations may be terminated at any time by the Company without notice to the Awardee.

6. **Shares to be Purchased for Investment.** Unless the Company has theretofore notified the Awardee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933 and the Company has not thereafter notified the Awardee that such registration is no longer effective, or unless counsel to the Company shall be otherwise satisfied that the Awardee would be permitted under applicable law to immediately resell shares acquired upon the exercise of the Option, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 (or of any rules or regulations promulgated thereunder) or of any state laws or regulations. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. **Non-Transferability of Option.** This Option is not assignable or transferable, in whole or in part, by the Awardee otherwise than by the laws of descent and distribution, and during the lifetime of the Awardee the Option shall be exercisable only by the Awardee or by his guardian or legal representative.

8. **Termination of Employment.** If the Awardee's Employment with the Company and all Affiliates, as defined in the Plan, is terminated for any reason (including death or disability) prior to the Expiration Date of this Option as set forth in Paragraph 3, this Option may be exercised, to the extent of the number of shares with respect to which the Awardee could have exercised it on the date of such termination of Employment, or to any greater extent permitted by the Committee, by the Awardee (or, in case of Awardee's disability, by the Awardee's legal representative or, in case of Awardee's death, by the Awardee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of Awardee's death) at any time prior to thirty days following the date of termination of employment.

9. **Withholding of Taxes.** The obligation of the Company to deliver shares of Common Stock upon the exercise of the Option shall be subject to applicable federal, state and local tax withholding requirements.

If the exercise of this Option is subject to the withholding requirements of applicable federal tax laws, the Committee may permit the Awardee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, to satisfy the minimum federal, state and local withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their fair market value on the date of exercise of the Option (or, if later, the date on which the Optionee recognizes ordinary income with respect to such exercise) (the "Determination Date"). An election to use shares of Common Stock to satisfy tax withholding requirements must be made in compliance with and subject to the Withholding Rules, and the Committee may not withhold shares in excess of the number necessary to satisfy the minimum federal, state and local income tax withholding requirements. In the event shares of Common Stock acquired under the exercise of an ISO are used to satisfy such withholding

requirement, such shares of Common Stock must have been held by the Awardee for a period of not less than the holding period described in section 422(a) (1) of the Code on the Determination Date, or if such shares of Common Stock were acquired through exercise of an NQSO or of an option under a similar plan, such option was granted to the Awardee at least six months prior to the Determination Date.

10. **Governing Law.** This Option Agreement shall be construed in accordance with, and its interpretation shall be governed by applicable federal law, and otherwise by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Non-Qualified Stock Option Agreement to be duly executed by its officers thereunto duly authorized, and the Awardee has hereunto set his hand and seal, all on the day and year first above written.

BIOSCRIP, INC.

By: _____
Barry A. Posner, Executive Vice President

ACCEPTED AND AGREED TO:

, Awardee

JOINT FILING AGREEMENT

Richard H. Friedman, Richard M. Smith, Barry A. Posner and Stanley G. Rosenbaum hereby agree to jointly file the Schedule 13D, and all amendments thereto, with the Securities and Exchange Commission with respect to the beneficial ownership by them of shares of Common Stock, par value \$.0001 per share, of BioScrip, Inc.

Dated: February 3, 2010

/s/ Richard H. Friedman
Richard H. Friedman

/s/ Richard M. Smith
Richard M. Smith

/s/ Barry A. Posner
Barry A. Posner

/s/ Stanley G. Rosenbaum
Stanley G. Rosenbaum