

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): March 26, 2014

BIOSCRIP, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

000-28740
(Commission File Number)

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

100 Clearbrook Road, Elmsford, New York
(Address of principal executive offices)

10523
(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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Section 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On March 26, 2014, BioScrip, Inc. (the “Company”) and Kohlberg Investors V, L.P. (“Kohlberg Investors”) entered into Amendment No. 4 and Waiver (“Amendment No. 4”) to the Stockholders’ Agreement, dated as of January 24, 2010, as amended on March 8, 2013 and further amended on March 14, 2013 and August 13, 2013 (the “Stockholders’ Agreement”), by and among the Company, Kohlberg Investors, Kohlberg Partners V, L.P., Kohlberg Offshore Investors V, L.P., Kohlberg TE Investors V, L.P., KOCO Investors V, L.P. (collectively with Kohlberg Investors, Kohlberg Partners V, L.P., Kohlberg Offshore Investors V, L.P. and Kohlberg TE Investors V, L.P., the “Kohlberg Entities”), 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. As the Majority Stockholder (as defined under the Stockholders’ Agreement), Kohlberg Investors had the authority to enter into Amendment No. 4 on behalf of the Kohlberg Entities and the other stockholder parties to the Stockholders Agreement.

Amendment No. 4 is solely an extension of the Company’s waiver, originally granted under Amendment No. 3 and Waiver to the Stockholders’ Agreement, dated as of August 13, 2013, pursuant to which the Company waived the Kohlberg Entities’ obligation to cause the removal or the resignation of the Kohlberg Entities’ nominees from the Company’s board of directors. Under Amendment No. 4, the waiver will remain in effect, and the Kohlberg Entities’ nominees will remain in office, until the earliest of (i) the completion of the Company’s 2015 annual meeting of stockholders, (ii) the date that the Company’s board of directors, in its sole discretion, requests the resignation of the Kohlberg Entities’ nominees and such directors submit their resignations in accordance therewith; or (iii) the death, disability, retirement or other resignation or removal of such nominees.

A copy of Amendment No. 4 is filed herewith as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of Amendment No. 4 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 4.

Section 2 – Financial Information

Item 2.01. Completion of Acquisition or Disposition of Assets.

On March 31, 2014 (the “Closing Date”), the Company completed its previously announced sale of substantially all of the Company’s Home Health Services segment (the “Business”) pursuant to the Stock Purchase Agreement (as defined below), with the transition of the Business to be effective as of 12:01 a.m. Eastern Daylight Time on April 1, 2014. Pursuant to the Stock Purchase Agreement dated as of February 1, 2014 (the “Stock Purchase Agreement”), as amended, by and among LHC Group, Inc., a Delaware corporation, and certain of its subsidiaries (collectively, the “Buyers”), on the one hand, and the Company and Elk Valley Professional Affiliates, Inc. (“EVPA”), South Mississippi Home Health, Inc. (“SMHH”), and Deaconess Homecare, LLC (the “Seller”), on the other hand, the Buyers agreed to acquire the Business, consisting of (1) all of the issued and outstanding shares of capital stock of EVPA owned by the Seller, (2) all of the issued and outstanding shares of capital stock of SMHH owned by the Seller, and (3) all of the issued and outstanding membership interests in two limited liability companies (collectively, the “Holding Newcos” and, together with EVPA and SMHH, the “Subject Companies”) that were wholly-owned subsidiaries of the Seller, formed for the purpose of the sale to hold indirectly the Seller’s other assets and operating liabilities related to the operation of the Business (the “Home Health Services Sale”). On the Closing Date, the Company also entered into an Amendment No. 1 (the “Amendment”) to the Stock Purchase Agreement in connection with the closing. The Amendment modified the Stock Purchase Agreement to (i) exclude from the Home Health Services Sale the home health business conducted by the Company at one of its locations, and (ii) reduce by \$500,000 the total consideration to be received by the Company, to approximately \$59.5 million.

Pursuant to the terms of the Stock Purchase Agreement, as amended, the Company received total consideration at closing of approximately \$59.5 million paid in cash (the “Purchase Price”). The Company intends to use the net proceeds from the Home Health Services Sale to pay down a portion of the Company’s outstanding debt. The Purchase Price is subject to adjustment following the completion of post-closing calculation of the total net working capital of the Subject Companies as of the Closing Date.

A copy of the Stock Purchase Agreement was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 3, 2014 and is incorporated herein by reference. We encourage you to read the Stock Purchase Agreement for a more complete understanding of the Home Health Services Sale. The foregoing description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stock Purchase Agreement.

Section 8 – Other Events

Item 8.01. Other Events.

On April 1, 2014, the Company issued a press release announcing the completion of the Home Health Services Sale (the "Press Release"). A copy of the Press Release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

See the Exhibit Index which is hereby incorporated by reference.

SIGNATURES

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

BIOSCRIP, INC.

Date: April 1, 2014

/s/ Kimberlee C. Seah

By: Kimberlee C. Seah

Senior Vice President and General Counsel

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
2.1*	Stock Purchase Agreement, dated as of February 1, 2014, by and among Elk Valley Professional Affiliates, Inc., South Mississippi Home Health, Inc., Deaconess Homecare, LLC, and the Buyers identified on the signature pages thereto, BioScrip, Inc. (the “Company”), and LHC Group, Inc. (the “Stock Purchase Agreement”). (Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.)
2.2	Amendment No. 1, dated as of March 31, 2014, to the Stock Purchase Agreement. (Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this agreement are omitted. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.)
10.1	Amendment No. 4 and Waiver, dated as of March 26, 2014, by and between the Company and Kohlberg Investors V, L.P., to the Stockholders’ Agreement, dated as of January 24, 2010, as amended on March 8, 2013 and further amended on March 14, 2013 and August 13, 2013, by and among the Company, 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.
99.1	Press Release of the Company, dated as of April 1, 2014.
*	Incorporated by reference to Exhibit 2.1 to the Company’s Current Report on Form 8-K dated February 3, 2014.

AMENDMENT TO
STOCK PURCHASE AGREEMENT

This **AMENDMENT TO STOCK PURCHASE AGREEMENT** (this "**Amendment**") is entered into as of this 31st day of March, 2014, by and among **DEACONESS HOMECARE, LLC**, a Delaware limited liability company ("**Shareholder**"), and **NEBRASKA HEALTH CARE GROUP, LLC**, a Nebraska limited liability company, **ILLINOIS HEALTH CARE GROUP, LLC**, an Illinois limited liability company, **KENTUCKY HEALTH CARE GROUP, LLC**, a Kentucky limited liability company, **TENNESSEE HEALTH CARE GROUP, LLC**, a Tennessee limited liability company, and **MISSISSIPPI HEALTH CARE GROUP, LLC**, a Mississippi limited liability company (collectively, the "**Buyer**").

WHEREAS, the Shareholder, the Buyer, Elk Valley Professional Affiliates, Inc., a Tennessee corporation, South Mississippi Home Health, Inc., a Mississippi corporation, BioScrip, Inc., a Delaware corporation, and LHC Group, Inc., a Delaware corporation, entered into that certain Stock Purchase Agreement dated February 1, 2014 (the "**SPA**");

WHEREAS, the Shareholder and Buyer determined to exclude from the transactions contemplated under the SPA the home health business conducted by Infusion Therapy Specialists, Inc. in Omaha, Nebraska; and

WHEREAS, the Shareholder and Buyer now desire to amend the SPA (pursuant to Section 15.6 of the SPA) to remove all references to the home health business conducted by Infusion Therapy Specialists, Inc. in Omaha, Nebraska;

NOW, THEREFORE, in consideration of the above and the mutual representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows, effective as of February 1, 2014:

1.1 Nebraska Buyer. Nebraska Health Care Group, LLC, a Nebraska limited liability company, is hereby removed from the definition of "Buyer" under the SPA and is not a party to the SPA.

1.2 Recitals. The third and fourth recitals of the SPA are hereby deleted in their entirety and replaced with the following:

WHEREAS, Scott-Wilson, Inc., a Kentucky corporation, and Option Health, Ltd., an Illinois corporation (the "**Excluded Companies**"), collectively conduct home health operations in the States of Kentucky and Illinois, respectively, at the locations set forth on Exhibit A hereto;

WHEREAS, prior to the Closing the Shareholder is expected to form two (2) new wholly owned limited liability company subsidiaries in connection with the transactions contemplated hereunder (" **Holding Newcos**");

1.3 Target Net Working Capital. The definition of “Target Net Working Capital” in Section 1.1 of the SPA is hereby deleted in its entirety and replaced with the following:

“**Target Net Working Capital**” means Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).

1.4 Purchase Price. Section 4.1 of the SPA is hereby deleted in its entirety and replaced with the following:

4.1 Purchase Price. The amount payable in consideration for the sale by the Shareholder of the Shares (the “**Purchase Price**”) shall be equal to (a) Fifty-Nine Million Five Hundred Thousand Dollars (\$59,500,000.00), less (b) One Dollar (\$1.00) for each dollar that the Closing Date Net Working Capital is less than the Target Net Working Capital, plus (c) One Dollar (\$1.00) for each dollar that the Closing Date Net Working Capital is more than the Target Net Working Capital. The Purchase Price shall be paid as set forth in this Article 4.

1.5 References. All references to “Infusion Therapy Specialists, Inc., Scott-Wilson, Inc., [and/or] Option Health Ltd.” in Sections 5.5.1, 5.5.2, 5.5.3, and 11.5 of the SPA are hereby deleted and replaced with “the Excluded Companies”.

1.6 Exhibits and Schedules. Exhibit A, Exhibit 12.4.2, Schedule 5.3, Schedule 5.8.1, Schedule 5.18.1(ii), Schedule 5.20.1, and Schedule 8.7 to the SPA are hereby deleted in their entirety and replaced with the corresponding exhibits and schedules in Appendix I attached hereto and incorporated herein.

1.7 Effect. All provisions of the SPA not hereby amended shall remain in full force and effect.

1.8 Integration. This Amendment and the SPA shall be read and construed together as a single instrument. To the extent of any inconsistency between this Amendment and the SPA, the terms of this Amendment shall control.

1.9 Counterparts. This Amendment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Amendment may deliver their executed counterparts by facsimile or other electronic means, provided that original signatures are delivered by U.S. Mail promptly thereafter.

[Remainder of page reserved intentionally]

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IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first written above.

SHAREHOLDER:

DEACONESS HOMECARE, LLC,
a Delaware limited liability company

By: /s/ Richard M. Smith
Printed Name: Richard M. Smith
Its: President

[Remainder of page reserved intentionally; Signatures continue on following page.]

BUYERS:

NEBRASKA HEALTH CARE GROUP, LLC,
a Nebraska limited liability company
By: LHC Group, Inc., its Manager

By: /s/ Joshua L. Proffitt
Joshua L. Proffitt, Executive Vice President

ILLINOIS HEALTH CARE GROUP, LLC,
an Illinois limited liability company
By: LHC Group, Inc., its Manager

By: /s/ Joshua L. Proffitt
Joshua L. Proffitt, Executive Vice President

KENTUCKY HEALTH CARE GROUP, LLC,
a Kentucky limited liability company

By: LHC Group, Inc., its Manager

By: /s/ Joshua L. Proffitt
Joshua L. Proffitt, Executive Vice President

TENNESSEE HEALTH CARE GROUP, LLC,
a Tennessee limited liability company

By: LHC Group, Inc., its Manager

By: /s/ Joshua L. Proffitt
Joshua L. Proffitt, Executive Vice President

MISSISSIPPI HEALTH CARE GROUP, LLC,
a Mississippi limited liability company

By: LHC Group, Inc., its Manager

By: /s/ Joshua L. Proffitt
Joshua L. Proffitt, Executive Vice President

AMENDMENT NO. 4 AND WAIVER TO STOCKHOLDERS' AGREEMENT

THIS AMENDMENT NO. 4 AND WAIVER, dated as of March 26, 2014 (“**Amendment and Waiver**”), amends and waives certain provisions of the Stockholders’ Agreement, dated as of January 24, 2010, as amended on March 8, 2013 and further amended on March 14, 2013 and August 13, 2013 (the “**Stockholders’ Agreement**”), among BioScrip, Inc., a Delaware corporation (the “**Company**”), Kohlberg Investors V, L.P., a Delaware limited partnership (“**Kohlberg**”), 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, Colleen Lederer, 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, the “**Stockholders**”).

WHEREAS, pursuant to Section 7.8 of the Stockholders’ Agreement, the Company and the Majority Stockholders desire to further amend Section 1.1 of the Stockholders’ Agreement and further waive, to the extent specified in Section 3 hereof, Section 1.4 of the Stockholders’ Agreement.

WHEREAS, Kohlberg holds at least a majority of the Stockholder Shares.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Unless otherwise specifically defined herein, all capitalized terms used herein shall have the respective meanings ascribed to such terms in the Stockholders’ Agreement.

2. **Amendment to Section 1.1 of the Stockholders’ Agreement.** Effective as of the date hereof, the last sentence of Section 1.1 of the Stockholders’ Agreement is amended and restated in its entirety to read as follows:

“The number of directors on the Board of Directors shall be no fewer than five and no more than ten as may be determined by the Board of Directors from time to time.”

3. **Waiver of Section 1.4 of the Stockholders’ Agreement.** Notwithstanding that Kohlberg has ceased to have the right to designate one or more directors in accordance with Section 1.1 of the Stockholders’ Agreement, the parties hereto waive the following provisions of Section 1.4 of the Stockholders’ Agreement: (a) Kohlberg’s obligation to use commercially reasonable efforts to cause the removal or the resignation of the Stockholders’ Nominees, and (b) the obligation of the remaining directors to decrease the size of the Board by two vacancies; provided, however, such waivers shall remain in effect, and the Stockholders’ Nominees shall remain in office, only until the earliest of (i) the completion of the Company’s 2015 annual meeting of stockholders, (ii) the date that the Board, in its sole discretion, requests the resignation of the Stockholders’ Nominees and the Stockholders’ Nominees submit their resignations in accordance therewith; or (iii) the death, disability, retirement, resignation or removal of such Stockholders’ Nominee. For the avoidance of doubt, this waiver of Section 1.4 of the Stockholders’ Agreement does not amend, waive or extend the rights of Kohlberg or the Stockholders’ Nominees under Section 1.1 or Section 1.6 of the Stockholders’ Agreement.

4. **Counterparts.** This Amendment and Waiver may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment and Waiver by facsimile, PDF or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment and Waiver.

5. Governing Law. THIS AMENDMENT AND WAIVER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

6. Except for the amendment set forth in Section 2 hereof and the waiver set forth in Section 3 hereof, the provisions of the Stockholders' Agreement remain in full force and effect in accordance with their terms.

[remainder of page intentionally left blank]

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

BIOSCRIP, INC.

By: /s/ Kimberlee C. Seah

Name: Kimberlee C. Seah

Title: Senior Vice President, Secretary and
General Counsel

MAJORITY STOCKHOLDER:

KOHLBERG INVESTORS V, L.P.

By: Kohlberg Management V, L.L.C, its general partner

By: /s/ Gordon Woodward

Name: Gordon Woodward

Title: Vice President

**FOR IMMEDIATE RELEASE****BioScrip Completes Sale of Home Health Services Business to LHC Group**

Elmsford, NY – April 1, 2014 – BioScrip[®], Inc. (NASDAQ: BIOS) today announced that it has completed the previously announced sale of substantially all of its Home Health business, known as Deaconess HomeCare, to LHC Group, Inc. (NASDAQ: LHCG). The transaction represents a total deal value of approximately \$60 million. BioScrip intends to use the net proceeds from the sale to pay down a portion of its outstanding debt.

“With the completion of the Home Health transaction, we now have additional financial flexibility to continue building on BioScrip’s solid foundation in home infusion services,” said Rick Smith, President and Chief Executive Officer of BioScrip. “We continue to position BioScrip as a leader in the home infusion industry. We look forward to optimizing the value of our assets while maintaining our reputation for clinical excellence.”

Mr. Smith continued, “Once again, we would like to express our appreciation for all that the Deaconess employees have accomplished. We believe that with LHC Group, the Deaconess family will achieve continued success.”

Cain Brothers & Co., LLC acted as BioScrip’s financial advisor in connection with the transaction and Polsinelli PC acted as BioScrip’s legal advisor.

About BioScrip, Inc.

BioScrip, Inc. is a leading national provider of infusion solutions. BioScrip partners with physicians, healthcare payors, government agencies, hospital systems and pharmaceutical manufacturers to provide patients access to post-acute care services. BioScrip operates with a commitment to deliver customer-focused pharmacy and related healthcare infusion therapy services in alternate-site settings. By collaborating with the full spectrum of healthcare professionals and the patient, BioScrip provides cost-effective care that is driven by quality, customer service, and values that promote positive outcomes and an enhanced quality of life for those it serves. BioScrip provides its infusion services from 81 locations across 29 states.

FORWARD LOOKING STATEMENTS

This press release includes statements that may constitute “forward-looking statements,” including statements regarding the Company’s goals, performance and strategy. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts. 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 the risks described in the Company’s periodic filings with the Securities and Exchange Commission, including the Company’s annual report on Form 10-K for the year ended December 31, 2013. The Company does not undertake any duty to update these forward-looking statements after the date hereof, even though the Company’s situation may change in the future. All of the forward-looking statements herein are qualified by these cautionary statements.

Investor and Media Contacts

Hai Tran
Chief Financial Officer, BioScrip, Inc.
952-979-3768
