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

FORM 8-K

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

Date of Report (Date of earliest event reported) June 19, 2006

BioScrip, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

0-28740
(Commission
File Number)

05-0489664
(IRS Employer
Identification No.)

100 Clearbrook Road, Elmsford, New York
(Address of Principal Executive Offices)

10523
(Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Section Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240-14d-2(b)).
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).
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Item 1.01 Entry Into a Material Definitive Agreement.

On June 21, 2006, BioScrip, Inc. (“BioScrip”) entered into a letter agreement with Stanley Rosenbaum, BioScrip’s newly appointed Executive Vice President, Chief Financial Officer and Treasurer (see Item 5.02 below) providing Mr. Rosenbaum with severance payment protection in the event he is terminated other than for “Cause” (as defined in the agreement) or he terminates his employment for “Good Reason” (as defined in the agreement). If at any time Mr. Rosenbaum is terminated other than for Cause or if he terminates his employment with the Company (or any successor) for “Good Reason,” (i) he is entitled to receive severance payments equal to eighteen (18) months of salary at his then current salary level, payable in accordance with the BioScrip’s then applicable payroll practices and subject to all applicable federal, state and local withholding, and (ii) all outstanding securities contemplated to be issued under the terms of BioScrip’s 2001 Incentive Stock Plan granted to him and held by him at the time of termination shall vest and become immediately exercisable and shall otherwise be exercisable in accordance with their terms and conditions. If Mr. Rosenbaum’s employment with BioScrip is terminated for any reason whatsoever, whether by BioScrip or him, BioScrip would not be liable for, or obligated to pay him, any stock or cash bonus compensation, incentive or otherwise, or any other compensation contemplated by the letter agreement not already paid or not already accrued as of the date of such termination, and no other benefits shall accrue or vest subsequent to such date.

The foregoing summary is qualified in its entirety by reference to the complete text of the Letter Agreement, a copy of which is filed with this report as Exhibit 10.1.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

On June 19, 2006 the Board of Directors of BioScrip appointed Stanley Rosenbaum as Executive Vice President, Chief Financial Officer and Treasurer.

Prior to joining BioScrip, Mr. Rosenbaum, age 59, was a financial consultant to Kerr Group, Inc., since 2003. The Kerr Group, Inc. is a privately help plastics manufacturer. From 2000 to 2003 Mr. Rosenbaum was the Vice President and Chief Financial Officer of Petropac Solutions, Inc., a service and construction company servicing the petroleum industry. Mr. Rosenbaum had direct responsibility for all financial, human resource and information technology functions at Petropac. Since 1998, Mr. Rosenbaum has also served as a director and treasurer of Keep America Beautiful, Inc. on a pro-bono basis. Keep America Beautiful is a nonprofit public education organization dedicated to engaging individuals to take greater responsibility for improving their local community environments. Mr. Rosenbaum also previously served as a Group Vice President of Operations and Vice President CFO — Consumer Publishing for Simon & Schuster, Inc., an international publishing concern and as Vice President / Controller of U.S. Operations for Rhone-Poulenc/ Revlon Healthcare Group.

There is no family relationship between Mr. Rosenbaum and any director or executive officer of BioScrip.

Item 9.01 Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Letter Agreement, dated June 21, 2006, between BioScrip, Inc. and Stanley Rosenbaum.

SIGNATURES

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

Date: June 22, 2005

BIOSCRIP, INC.

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

June 21, 2006

Mr. Stanley Rosenbaum
c/o BioScrip, Inc.
100 Clearbrook Road
Elmsford, NY 10523

Re: Severance Agreement

Dear Stan:

This will confirm our agreement that if you are terminated by BioScrip, Inc. (the "Company") (or any successor) other than for "Cause" (as defined below) or if you terminate your employment with the Company (or any successor) for "Good Reason" (as defined below), you will be entitled to receive severance payments equal to 18 months of salary at your then current salary level, payable in accordance with the Company's then applicable payroll practices and subject to all applicable federal, state and local withholding, and (ii) all outstanding securities contemplated to be issued under the terms of the Company's 2001 Incentive Stock Plan granted to you and held by you at the time of termination shall vest and become immediately exercisable and shall otherwise be exercisable in accordance with their terms and conditions. If your employment with the Company is terminated for any reason whatsoever, whether by you or the Company, the Company would not be liable for, or obligated to pay you any stock or cash bonus compensation, incentive or otherwise, or any other compensation contemplated hereby not already paid or not already accrued as of the date of such termination, and no other benefits shall accrue or vest subsequent to such date.

For purposes of this Agreement, "Cause" shall mean any of the following: (i) commission by you of criminal conduct which involves moral turpitude; (ii) acts which constitute fraud or self-dealing by or on the part of you against the Company or any of its subsidiaries, including, without limitation, misappropriation or embezzlement; (iii) your willful engagement in conduct which is materially injurious to the Company or any of its subsidiaries; (iv) your gross misconduct in the performance of duties as an employee of the Company, including, without limitation, failure to obey lawful written instructions of the Board of Directors of the Company, any committee thereof or any executive officer of the Company or failure to correct any conduct which constitutes a breach of any written agreement between you and the Company or of any written policy promulgated by the Board of Directors of either the Company, any committee thereof or any executive officer of the Company, in either case after not less than ten days' notice in writing to you of the Company's intention to terminate you if such failure is not corrected within the specified period (or after such shorter notice period if the Company in good faith deems such shorter notice period to be necessary due to the possibility of material injury to the Company).

For purposes of this Agreement, "Good Reason" shall mean the existence of any one or more of the following conditions that shall continue for more than 30 days following written notice thereof by you to the Company: (i) the assignment to you of duties materially inconsistent with your position or positions with the Company (provided, however, that in the event that you are named Chief Operating Officer of the Company as contemplated by your offer letter of June 21, 2006, such event shall not be deemed "Good Reason"); or (ii) the reduction of your then current annual salary rate, without your consent.

Mr. Stanley Rosenbaum
June 21, 2006
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This letter agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This agreement shall be construed in accordance with, and its interpretation shall otherwise be governed by, the laws of the State of New York, without giving effect to principles of conflicts of law.

Kindly signify your agreement to the foregoing by signing below and forward an executed copy to me for our files.

Sincerely,

BioScrip, Inc.

By: /s/ Barry A. Posner

Barry A. Posner, EVP and General Counsel

Agreed and Accepted
on this 21st day of June, 2006:

/s/ Stanley Rosenbaum

Stanley Rosenbaum