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): August 31, 2016

BIOSCRIP, INC.
(Exact name of Registrant as specified in its charter)

Delaware	001-11993	05-0489664
(State of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1600 Broadway, Suite 950, Denver, Colorado	80202
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (720) 697-5200

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))

Item 1.01. Entry into a Material Definitive Agreement.

The Second Amendment to the Asset Purchase Agreement

On September 2, 2016, BioScrip, Inc. (the "Company") entered into an amendment (the "Second Amendment to the Asset Purchase Agreement") to the Asset Purchase Agreement, dated June 11, 2016, as amended by the First Amendment to the Asset Purchase Agreement, dated June 16, 2016, by and among the Company, HomeChoice Partners, Inc., a Delaware corporation and a wholly owned subsidiary of the Company, HS Infusion Holdings, Inc., a Delaware corporation ("Home Solutions") and each of the subsidiaries of Home Solutions set forth on the signature pages to the Asset Purchase Agreement. As previously disclosed in the Company's Current Report on Form 8-K, filed with the SEC on June 13, 2016, under the Asset Purchase Agreement, the Company agreed to acquire substantially all of the assets and assume certain liabilities of Home Solutions (the "Transaction").

To facilitate the timely consummation of the Transaction, the Second Amendment to the Asset Purchase Agreement amends the Asset Purchase Agreement to eliminate the condition to closing that the Company receive stockholder approval to increase its authorized share capital, which approval would allow the Company to issue shares of common stock to Home Solutions upon the achievement of certain post-closing earn-out conditions. The Second Amendment to the Asset Purchase Agreement instead provides that the Company will hold a stockholder meeting after the closing of the Transaction to seek such stockholder approval and if the approval is not obtained at the first special meeting, the Company will submit the proposal to increase its authorized share capital on a twice per year basis beginning in 2017, at either the annual meeting or a special meeting of stockholders. The Second Amendment to the Asset Purchase Agreement further provides Home Solutions with certain contractual protections in the event such stockholder approval is not obtained.

The Company currently intends to close the Transaction during the first two weeks of September 2016.

A copy of the Second Amendment to the Asset Purchase Agreement is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference. We encourage you to read the Asset Purchase Agreement, as amended, for a more complete understanding of the Transaction. The foregoing description of the Second Amendment to the Asset Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Amendment to the Asset Purchase Agreement.

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

In light of the acquisition of Home Solutions, Chris Luthin will be leaving the Company after the closing of the Transaction. Effective August 31, 2016, Mr. Luthin no longer holds the position of Chief Operating Officer of the Company. Mr. Luthin will remain with the Company until September 19, 2016, to assist with the integration of the Home Solutions acquisition.

Item 8.01. Other Events.

On September 2, 2016, we issued a press release announcing the entry into the Second Amendment to the Asset Purchase Agreement. A copy of the press release announcing the entry into the Second Amendment to the Asset Purchase Agreement is furnished as Exhibit 99.1 to this report.

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: September 6, 2016

/s/ Kathryn M. Stalmack

By: Kathryn M. Stalmack
Senior Vice President, General Counsel and Secretary

Index to Exhibits

Exhibit Number	Description
2.1	The Second Amendment, dated September 2, 2016, to the Asset Purchase Agreement, dated June 11, 2016, as amended by the First Amendment to the Asset Purchase Agreement, dated June 16, 2016, by and among HS Infusion Holdings, Inc., the direct and indirect subsidiaries of HS Infusion Holdings, Inc. set forth on the signature pages, the Company and HomeChoice Partners, Inc.
99.1	Press Release dated September 2, 2016.

Exhibit 2.1

EXECUTION VERSION

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment**"), dated as of September 2, 2016, amends that certain Asset Purchase Agreement, dated as of June 11, 2016 (as amended by that certain First Amendment to the Asset Purchase Agreement, dated as of June 16, 2016, as so amended, the "**Agreement**"), 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**"). 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;

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;

WHEREAS, the parties have determined that it is in the best interest of the parties to amend the Agreement as set forth below; and

WHEREAS, the Company and the Buyer Parties now wish to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, for good and valuable consideration the adequacy and receipt of which are hereby acknowledged, in accordance with Section 13.6 of the Agreement, the parties hereto agree as follows:

1. Amendment to Section 4.4. Section 4.4 of the Agreement shall be amended and restated in its entirety to read as follows:

"4.4 Payment of Parent Common Stock subject to the Tranche A RSUs. Promptly, and in any event within five (5) Business Days, following the earlier of (a) the closing price of Parent Common Stock, as reported by NASDAQ, averaging Four Dollars ($4.00) per share or above over twenty (20) consecutive trading days during the period beginning on the Closing Date and ending December 31, 2019 or (b) a Change of Control that occurs on or prior to December 31, 2017 or a Change of Control thereafter but on or prior to December 31, 2019 pursuant to which the consideration payable per share equals or exceeds $4.00 per share, the shares of Parent Common Stock to be paid over pursuant to the RSUs in Tranche A will be contributed by Parent to Buyer, and Buyer shall pay over such shares to the Company or the appropriate Company Subsidiary or Company Subsidiaries as set forth on Schedule 4.7; provided that, if at such earlier date Parent does not have sufficient authorized shares of Parent Common Stock to pay over all or any portion of the required shares of Parent Common Stock, then notwithstanding the satisfaction of clause (a) or (b) of this Section 4.4, as applicable, the number of shortfall shares of Parent Common Stock to be paid over pursuant to this Section shall not be issued until such time as Parent has sufficient authorized shares of Parent Common Stock to issue such shortfall shares. Notwithstanding the foregoing delivery requirement, for the avoidance of doubt, in connection with any Change of Control of the type described in clause (b), the shares of Parent Common Stock to be paid over pursuant to the RSUs in Tranche A will participate in such Change of Control to the same extent as the other shares of Parent Common Stock issued and outstanding as of such time, whether or not there are sufficient authorized shares of Parent Common Stock outstanding to issue the shares of Parent Common Stock to be paid over pursuant to the RSUs in Tranche A at such time."

2. Amendment to Section 4.5. Section 4.5 of the Agreement shall be amended and restated in its entirety to read as follows:

"4.5 Payment of Parent Common Stock subject to the Tranche B RSUs. Promptly, and in any event within five (5) Business Days, following the earlier of (a) the closing price of Parent Common Stock, as reported by NASDAQ, averaging Five Dollars ($5.00) per share or above over twenty (20) consecutive trading days during the period beginning on the Closing Date and ending December 31, 2019 or (b) a Change of Control that occurs on or prior to December 31, 2017 or a Change of Control thereafter but on or prior to December 31, 2019 pursuant to which the consideration payable per share equals or exceeds $5.00 per share, the shares of Parent Common Stock to be paid over pursuant to the RSUs in Tranche B will be contributed by Parent to Buyer, and Buyer shall pay over such shares to the Company or the appropriate Company Subsidiary or Company Subsidiaries as set forth on Schedule 4.7; provided that, if at such earlier date Parent does not have sufficient authorized shares of Parent Common Stock to pay over all or any portion of the required shares of Parent Common Stock, then notwithstanding the satisfaction of clause (a) or (b) of this Section 4.5, as applicable, the number of shortfall shares of Parent Common Stock to be paid over pursuant to this Section shall not be issued until such time as Parent has sufficient authorized shares of Parent Common Stock to issue such shortfall shares. Notwithstanding the foregoing delivery requirement, for the avoidance of doubt, in connection with any Change of Control of the type described in clause (b), the shares of Parent Common Stock to be paid over pursuant to the RSUs in Tranche B will participate in such Change of Control to the same extent as the other shares of Parent Common Stock issued and outstanding as of such time, whether or not there are sufficient authorized shares of Parent Common Stock outstanding to issue the shares of Parent Common Stock to be paid over pursuant to the RSUs in Tranche B at such time."

3. Amendment to Article 4. Article 4 of the Agreement shall be amended by adding the following Section 4.10:

"4.10 Stockholder Approval; Cash Election.

4.10.1 Stockholder Approval.

(i) Parent agrees that, promptly following Closing (and in any event within twenty (20) calendar days of Closing) Parent shall file a proxy statement with the SEC to call a special meeting of stockholders to approve a proposal (the "**Authorization Proposal**") to increase the authorized capital stock of Parent in an amount at least sufficient to allow Parent to comply with its issuance obligations under Sections 4.4 and 4.5 of this Agreement (such approval, the "**Stockholder Approval**"). Parent shall use commercially reasonable efforts to hold such meeting as soon as practicable after Closing (and in any event within ninety (90) days of Closing); provided that Parent shall not be required to hold such meeting earlier than thirty-five (35) days after Parent has satisfied any SEC comments to such proxy statement (which Parent shall use commercially reasonable efforts to promptly satisfy). Parent agrees that any proxy statement filed by Parent with the SEC with respect to the Authorization Proposal shall contain a recommendation from the Parent Board that Parent's stockholders approve the Authorization Proposal.

(ii) If the Stockholder Approval is not obtained at the special meeting called in accordance with Section 4.10.1(i), Parent shall to the extent any RSUs are still outstanding submit the Authorization Proposal on a twice per year basis beginning in 2017 at either the annual meeting of Parent's stockholders or at a special meeting of Parent's stockholders called to consider the Authorization Proposal until the Stockholder Approval is obtained and the first such meeting shall be held no later than June 30, 2017.

(iii) Upon the receipt of the Stockholder Approval, Parent agrees that it will, as promptly as practicable, but in any case within five (5) Business Days of such receipt, (A) file an amendment to its then current certificate of incorporation to reflect the increase in authorized share capital and (B) issue the applicable number of shares of Parent Common Stock to be paid over pursuant to any RSUs that have vested at such time (together with any dividends that have been declared and paid on the underlying Parent Common Stock during the period of time from the vesting date of the applicable RSUs to the date of issuance) in accordance with Section 4.4 or Section 4.5 of this Agreement.

(iv) Parent agrees that it shall not seek the approval of its stockholders, or otherwise file an amendment to its certificate of incorporation, for an increase in the authorized capital stock of Parent prior to obtaining Stockholder Approval (unless such action is concurrent with obtaining Stockholder Approval for a sufficient increase in authorized capital stock of Parent so that it would also satisfy Parent's obligations under Section 4.10.1(i) or (ii), as applicable).

4.10.2 Cash Election.

(i) If sufficient shares of Parent Common Stock have not been authorized for the issuance of Parent Common Stock in compliance with the terms of Sections 4.4 and 4.5 hereof prior to June 15, 2021 (the "**Settlement Option Date**"), then the Company may elect (the "**Cash Election**") to require Parent, by written notice to Parent (the "**Cash Election Notice**"), to settle all of the Tranche A and Tranche B RSUs that have vested pursuant to the terms of Section 4.4 or Section 4.5 of this Agreement, respectively, at such time through prompt delivery (but in any case within five (5) Business Days of such Cash Election Notice) of cash (the "**Cash Settlement Amount**") as calculated pursuant to Section 4.10.2(ii) below in lieu of shares of Parent Common Stock; provided, however, that the Company acknowledges and agrees that it shall have no right to send the Cash Election Notice if the holders of Parent's Series C Preferred Stock have made an election to have their shares of Series C Preferred Stock redeemed for cash pursuant to the Exchange Agreement, dated as of June 14, 2016, entered into by and among Parent and each of the stockholders of Parent signatory thereto pursuant to which such shares of Series C Preferred Stock were issued unless and until such holders have been paid in full with respect to such election (it being further agreed that such Exchange Agreement may not be amended in a manner that would prevent the Company from honoring any Cash Election notice under this Section 4.10.2(i) without the Company's prior written consent). For the avoidance of doubt, the Cash Election Notice may not be delivered prior to the Settlement Option Date.

(ii) The Cash Settlement Amount shall be equal to the greater of (1) the product of (A) the aggregate value of the vested RSUs (Twelve Million Three Hundred Seventy Five Thousand Dollars ($12,375,000.00) in the case of Tranche A or Twenty Million Dollars ($20,000,000) in the case of the Tranche B), multiplied by (B) the percentage of RSUs in Tranche A or Tranche B, respectively, that are deliverable pursuant to Section 4.4 or Section 4.5, as applicable, but have not been delivered due to the failure of the Authorization Proposal and (2) the product of (A) the total number of shares of Parent Common Stock that are deliverable pursuant to Section 4.4 or Section 4.5, as applicable, but have not been delivered due to the failure of the Authorization Proposal to be adopted, multiplied by (B) the Average Price (as defined below) of a share of Parent's Common Stock.

(iii) "**Average Price**" means the VWAP (as defined below) of the Parent Common Stock for the ten (10) consecutive trading day period ending two (2) trading days prior to the date of the Cash Election Notice. "**VWAP**" means, as of any applicable date of determination, the volume weighted average per share price of the Parent Common Stock on the applicable trading day on the principal national securities exchange on which the Parent Common Stock is listed or admitted to trading, or, if not so admitted or listed, as otherwise reasonably determined by the Parent Board.

4. Amendment to Section 7.6. Section 7.6 of the Agreement shall be amended and restated in its entirety to read as follows (and references thereto in the Agreement shall be disregarded):

"7.6 [Intentionally Omitted]"

5. Amendment to Section 9.15. Section 9.15 of the Agreement shall be amended and restated in its entirety to read as follows:

"9.15 Authorized Share Capital. At all times following the adoption of the Authorization Proposal by Parent's stockholders, Parent shall maintain adequate share capital to issue the maximum number of shares issued or issuable pursuant to Sections 4.1.2 (excluding the Closing Equity Consideration issued at Closing) and 11.3.4(ii)."

6. Amendment to Section 9.22. Section 9.22 of the Agreement shall be amended and restated in its entirety to read as follows:

"9.22 Registered Stock. Parent shall file with the SEC a registration statement on Form S-3 (or any successor form) under the Securities Act:

(1) promptly, and in any event within thirty (30) days following the Closing, to register the resale of the Registrable Securities (as defined below) issuable as Closing Equity Consideration, and

(2) promptly, and in any event within thirty (30) days following the date that Parent files an amendment to its certificate of incorporation with the Secretary of State of the State of Delaware to increase the amount of Parent Common Stock that Parent is authorized to issue, to register the resale of the Registrable Securities to be paid over to the Company pursuant to the RSUs as set forth in Sections 4.4 and 4.5.

In the event that Parent ceases for any reason to be eligible to file with the SEC a registration statement on Form S-3 (or any successor form) under the Securities Act, such that its registration statements on Form S-3 (or any successor form) under the Securities Act previously filed to register the resale of the Registrable Securities may no longer be used to effect the resale of the securities registered thereunder, if so requested by the Company, Parent shall promptly file with the SEC a registration statement on Form S-1 (or any successor form) under the Securities Act to register the resale of the Registrable Securities. Parent shall use its reasonable best efforts to cause any registration statement filed pursuant to either of the preceding two sentences to be declared effective by the SEC as soon as practicable following the filing thereof and to maintain the effectiveness of such registration statement during such time as such securities remain Registrable Securities. Parent shall prepare and file with the SEC such amendments and supplements to any such registration statement and the prospectus included therein as may be necessary to keep any such registration statement continuously effective (and available for use) throughout such period and to ensure that any such registration statement and prospectus does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Parent shall take such other reasonable actions (including, causing such securities to be listed or quoted on a national securities exchange) as may be necessary to facilitate the resale of such securities pursuant to any such registration statement. Parent shall bear all expenses incident to Parent's performance of or compliance with this Section 9.22, including all registration and filing fees, fees and expenses of compliance with securities or "blue sky" laws, listing application fees, printing expenses, transfer agent's and registrar's fees, costs of distributing prospectuses in preliminary and final form as well as any supplements thereto, and fees and disbursements of counsel for Parent and all independent certified public accountants and other persons retained by Parent. For the avoidance of doubt, the Company shall bear all underwriting discounts or commissions, brokerage fees and transfer taxes attributable to the sale or disposition by the Company of the securities registered under its registration statements and any fees or expenses of the Company or any counsel to the Company. "**Registrable Securities**" means the maximum number of shares of Parent Common Stock issuable by Parent in respect of the Equity Consideration, assuming satisfaction of the RSU criteria described in Article 4. Any particular Registrable Securities shall cease to be Registrable Securities (A) when a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (B) upon and from and after such time as such securities shall be eligible to be resold to the public pursuant to Rule 144 under the Securities Act (or any successor rule thereunder) without any volume or manner of sale restrictions thereunder or (C) when such securities, after having been issued pursuant to Article 4, shall cease to be outstanding. The parties agree to work in good faith to accomplish the registration for resale of any Indemnification Shares, consistent with the provisions set forth in this Section 9.22, to the extent applicable."

7. Amendment to Section 11.3.4(ii). Section 11.3.4(ii) of the Agreement shall be amended and restated in its entirety to read as follows:

"(ii) The Buyer and its Affiliates will not have any liability under Section 11.2 in excess of Twenty Million Dollars ($20,000,000.00); provided, that, the first Ten Million Dollars ($10,000,000.00) of such amount shall be payable in cash and the remaining Ten Million Dollars ($10,000,000.00) of such amount shall be payable in, at the Buyer's option, cash or shares of Parent Common Stock (the "**Indemnification Shares**")."

8. 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.

9. 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.

10. 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/ Richard M. Smith
Printed Name: Richard M. Smith
Its: Chief Executive Officer and President

BUYER:
HomeChoice Partners, Inc., a Delaware corporation

By: /s/ Richard M. Smith
Printed Name: Richard M. Smith
Its: Chief Executive Officer and President

COMPANY:
HS Infusion Holdings, Inc., a Delaware corporation

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

Exhibit 99.1

BioScrip and Home Solutions Enter Into Amended Asset Purchase Agreement to Expedite Closing

DENVER and HAMMONTON, N.J., September 2, 2016 -- BioScrip, Inc. (NASDAQ:BIOS) ("BioScrip" or the "Company"), a leading national provider of infusion and home care management solutions and HS Infusion Holdings, Inc. ("Home Solutions"), today announced that they have further amended the terms of their Asset Purchase Agreement dated June 13, 2016. The amendment should allow the parties to close the transaction during the first two weeks of September.

To facilitate the timely consummation of this transaction, BioScrip and Home Solutions have amended the Asset Purchase Agreement to eliminate the condition to closing that the Company receive stockholder approval to increase its authorized share capital that would allow the company to issue shares of common stock upon the achievement of certain post-closing earn-out conditions. BioScrip and Home Solutions have instead agreed to hold a stockholder meeting after the closing to seek such stockholder approval and to provide Home Solutions with certain contractual protections in the event such approval is not obtained.

As previously announced, BioScrip and Home Solutions entered into an Asset Purchase Agreement that will bring together two highly complementary core infusion services portfolios that will have greater scale and financial resources as well as an enhanced national presence. Expediting the close of the transaction will enable the companies to put the integration plans into action and begin to take the necessary steps to achieve the many benefits that this combination provides.

Upon closing, Home Solutions shareholders will receive consideration consisting of $67.5 million payable in cash, subject to certain adjustments, and 3.75 million shares of the Company's common stock. Depending on the achievement of certain post-closing earn-out conditions and the outcome of a shareholder vote to increase the Company’s authorized share capital, Home Solutions may become entitled to be issued shares of common stock underlying the Tranche A and Tranche B Restricted Stock Units (RSUs). The number of RSUs in Tranche A and Tranche B is approximately 3.1 million and 4.0 million, respectively.

Advisors
Jefferies LLC is acting as financial advisor to BioScrip. Polsinelli PC, Dechert LLP and Gibson, Dunn & Crutcher LLP are acting as legal advisors to BioScrip. Houlihan Lokey is acting as financial advisor to Home Solutions and Ropes & Gray LLP is acting as legal advisor.

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.

ABOUT HOME SOLUTIONS
Home Solutions, headquartered in Hammonton, New Jersey, is a leading specialty infusion provider servicing approximately 14,000 patients annually throughout the Northeastern and Mid-Atlantic regions of the U.S. Current projects are underway that will allow the company to reach additional patients in the New England and Southeastern regions of the U.S. The Company is committed to clinical excellence, compassion and professionalism. Home Solutions is Joint Commission accredited and provides a full range of infusion and specialty services in the home and alternate setting. Our commitment is to put the patient first in delivering a quality service while offering cost effective solutions to various industry stakeholders such as physicians, hospitals, managed care payors, and governmental agencies. InfuLink®, the Company's proprietary web monitoring tool, shares data with healthcare providers to help optimize clinical outcomes. More information about Home Solutions is available at www.infusioncare.com.

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:

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