

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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) April 18, 2012

BIOSCRIP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

0-28740
(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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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 18, 2012, the board of directors (“Board”) of BioScrip, Inc. (the “Company”) appointed Hai Tran Senior Vice President and Chief Financial Officer, effective as of the date he commences employment with the Company in accordance with the terms of the Engagement Letter (as defined below), which is expected to be on or about May 14, 2012. Mr. Tran, 43 years old, will succeed Mary Jane Graves, who has served as the Interim Chief Financial Officer and Treasurer since January 2011.

Prior to joining the Company, Mr. Tran was the Chief Financial Officer and VP International of Harris Healthcare Solutions, a subsidiary of Harris Corporation, a diversified technology company. From 2008 to 2011, Mr. Tran served as Chief Financial Officer of Catalyst Health Solutions, Inc. (Nasdaq: CHSI), a publicly traded Pharmacy Benefits Management company. Mr. Tran served as Vice President and Treasurer of Hanger Orthopedic Group (NYSE: HGR), a public healthcare services, products, and distribution company, from 2006 to May 2008, and as Senior Vice President of Strategic Development and Emerging Solutions for Cadmus Communications from 2001 to 2006. Prior to working at Cadmus Communications, Mr. Tran served in various financial and strategic positions at private and public companies. Mr. Tran holds a bachelor’s degree in electrical engineering from the University of Virginia and a master’s degree in business administration from the University of Richmond. There is no family relationship between Mr. Tran and any director or executive officer of the Company.

On April 19, 2012, Mr. Tran and the Company entered into an engagement letter (the “Engagement Letter”). The terms of the Engagement Letter provide for the employment of Mr. Tran as the Company’s Senior Vice President, Chief Financial Officer for a term of two years at an initial base salary of \$400,000 per annum, and eligibility to participate in the Management Incentive Bonus Program with a target bonus of up to 80% of his base salary. Subject to Board approval, Mr. Tran will be granted options to purchase 200,000 shares of the Company’s common stock par value \$0.0001 per share, which will be subject to the terms and conditions set forth in the BioScrip/CHS 2006 Equity Incentive Plan (the “Option Plan”). The exercise price of such options will be equal to the fair market value of a share of the Company’s common stock on the date of grant and will vest in three equal installments at the rate of one-third per year over three years commencing on the first anniversary of the grant date, subject to Mr. Tran being employed by the Company on such anniversary date or as otherwise expressly provided in the Option Plan.

Under the terms of the Engagement Letter, as a condition to his employment Mr. Tran is required to enter into a restrictive covenant agreement with the Company which will provide that during the term of employment and for one year following his termination, Mr. Tran may not directly or indirectly participate in any business which is competitive with the Company’s business. Similarly, for two years following his termination, Mr. Tran may not solicit or otherwise interfere with the Company’s relationship with any present or former employee or customer of the Company. Mr. Tran is also required to keep confidential during the term of employment and thereafter all confidential information concerning the Company and its business.

If Mr. Tran’s employment is terminated by the Company for “Cause” (as defined below) or due to death or disability, or if Mr. Tran resigns without “Good Reason” (as defined below), then (i) he will be entitled to receive his salary and benefits earned and accrued through the date of termination, (ii) all fully vested and exercisable options may be exercised to the extent authorized by the Option Plan, and all unvested stock options shall cease to vest and be forfeited as of such date, and (iii) no other benefits shall accrue or vest subsequent to such date.

If the Company terminates Mr. Tran without Cause or if Mr. Tran resigns for Good Reason, then, subject to execution of a Waiver and Release Agreement, Mr. Tran will be entitled to receive: (1) the salary he earned through the date of termination, (2) for a period of two years following his date of termination (reduced by the number of months from the first day of employment to the last day of employment) or, if such date is on or after the second anniversary of his start date, for the one year period which starts on the date his employment terminates, the annual salary that he was receiving at the time of such termination of employment, and (3) all fully vested and exercisable options may be exercised in accordance with the Option Plan, and all unvested stock options shall cease to vest and be forfeited as of such date. If Mr. Tran is terminated by the Company without Cause, he will also be eligible to receive a pro-rated bonus for the year.

“Cause” means (i) commission of criminal conduct which involves moral turpitude; (ii) conviction of, or plea of nolo contendere to, a criminal offense that (a) is a felony, or (b) results in imprisonment; (iii) acts which constitute fraud or self-dealing against the Company or any of its subsidiaries, including, without limitation, misappropriation or embezzlement; (iv) violation of federal securities laws or state securities law applicable to the Company; (v) willful engagement in conduct which is materially injurious to the Company or any of its subsidiaries; or (vi) gross misconduct in the performance of duties as an employee of the Company.

“Good Reason” means the existence of any one or more of the following conditions that continue without Mr. Tran’s consent for more than 45 days following written notice of such conditions by Mr. Tran to the Chief Executive Officer: (i) a material change in or reduction of Mr. Tran’s authority, duties and responsibilities, or the assignment to Mr. Tran of duties materially inconsistent with Mr. Tran’s position with the Company; or (ii) a reduction in Mr. Tran’s gross bi-weekly salary below his initial gross bi-weekly salary as stated in the Engagement Letter; provided that Mr. Tran delivers such notice within 30 days following his learning of such condition.

If a change of control event (as defined in the Option Plan) occurs prior to May 1, 2014, and either the Company or a successor entity terminates Mr. Tran’s employment without Cause within one year of the change in control event or Mr. Tran resigns for Good Reason within 180 days of the change in control event, then, subject to execution of a Waiver and Release Agreement, Mr. Tran will be entitled to receive (1) the salary, bonus, and other benefits earned and accrued through the date of termination, and (2) for a period of two years following his date of termination, the base salary that Mr. Tran was receiving at the time of such termination of employment.

The terms of the Engagement Letter are intended to comply with the provisions of 409A of the Internal Revenue Code, to the extent applicable.

The foregoing summary is qualified in its entirety by reference to the complete text of the Engagement Letter, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 and which is incorporated herein by reference. In addition, the press release issued on April 23, 2012, by the Company announcing Mr. Tran’s appointment is filed with this Current Report on Form 8-K as Exhibit 99.1

Item 9.01. Financial Statements and Exhibits.

(d)

10.1 Engagement Letter dated, April 19, 2012, between Hai Tran and BioScrip, Inc.

99.1 Press Release dated April 23, 2012, announcing appointment of Hai Tran as new Chief Financial Officer.

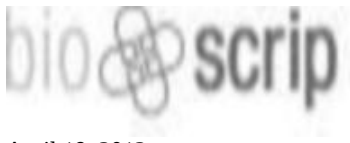
SIGNATURES

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 23, 2012

By: /s/ Kimberlee C. Seah
Kimberlee C. Seah
Senior Vice President and General Counsel



April 19, 2012

Mr. Hai Tran
2403 Hunter Mill Road
Vienna VA 22182

Dear Hai:

We are pleased to extend an offer of employment for the position of Senior Vice President and Chief Financial Officer with BioScrip, Inc (together with its subsidiaries, the "Company"), reporting to the Chief Executive Officer, currently Rick Smith. As discussed, we anticipate your employment to begin on or around May 14, 2012 ("Start Date"). This initial offer shall be for a term of two years, provided, however, that your employment and the Company's obligations under this offer letter will end automatically upon your death, and that the Company may terminate your employment for Cause (as defined below) or as a result of Disability (as defined below) at any time, and may terminate your employment Without Cause (as defined below) at any time by providing 10 days advance written notice of such termination. You acknowledge and understand that if you continue employment after the initial term, then such employment will be on at will basis.

Your offer is contingent upon the results of your reference and background checks as well as negative results from a required confidential drug screening examination. Within the next 2 days, you will receive an email from DocuSign that contains all of the documents we will need to process the reference and background checks and arrange for your drug screening. Once you complete and submit these documents, we will begin processing your background check. You will also receive an email within two days via EScreen with the information you will need to take your drug screening. Please print out the attached EPassport and take it along with your driver's license to the designated testing facility. Please note that you will be required to perform your drug screening within 72 hours of receipt of your email or your offer of employment will be withdrawn.

- This offer includes salary of \$15,384.62, paid on a bi-weekly basis, subject to applicable taxes and other withholdings. Your compensation may be subject to an annual review by the Compensation Committee of the Board of Directors of the Company ("Board") and your salary may be increased by the Board, in its sole and absolute discretion, after such review.
 - You will be recommended to receive options to purchase 200,000 shares of the Company's common stock, par value \$0.0001 per share, which will be subject to the terms and conditions set forth in the BioScrip/CHS 2006 Equity Incentive Plan ("Option Plan") and any option award agreement presented by the Company in connection with the award of such options. The exercise price of the options shall be the market price on the date the option grant is approved by the Board. The options will vest in three equal amounts at the rate of one-third per year over three years commencing on the first anniversary of the grant date, subject to your being employed by the Company on such anniversary date or as otherwise expressly provided in the Option Plan. This recommendation is subject to approval of the Compensation Committee of the Board.
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- Additionally, you would be eligible to participate in BioScrip's Management Incentive Bonus Program as long as you remain continuously employed with BioScrip through the date the bonus is paid. You will be eligible for a bonus of up to 80% of your base salary with the pool determined by the Company and the Board and subject to corporate, departmental and individual objectives, as applicable, being met. Your objectives, and whether you have met your objectives, for a bonus will be determined by the Board in the same manner as it determines bonus objectives and bonuses for other senior executives. For 2012, your objective is the target EBITDA established by the Board for awarding senior management incentive bonuses. As an exception to policy your participation in this plan will not be prorated for 2102 based on your hire date. To the extent required by applicable law or written Company policy adopted to implement the requirements of such law (including without limitation Section 304 of the Sarbanes Oxley Act and Section 954 of the Dodd Frank Act), any bonus or other incentive compensation (if any) shall be subject to any required clawback, forfeiture, recoupment or similar requirement.
 - If a change of control of control event (as defined in the Option Plan) occurs prior to May 1, 2014, and you either are terminated by the Company "Without Cause" (as defined below) within one year of the change in control event or resign for "Good Reason" (as defined below) within 180 days of the change in control event, then, subject to your timely execution and delivery, and non-revocation, of the Company's standard Waiver and Release Agreement, you will receive (1) the salary you earned through your last day of employment with the Company ("Termination Date"), and (2) severance payments at the rate of your current base salary for a period of two years, and you will also be eligible to receive a bonus for the year in which you ceased employment (determined in the manner and at the time described above), which will be pro-rated by multiplying such bonus by the fraction in which the numerator is the number of days from January 1 of such year through the Termination Date and the denominator is 365.
 - If you are terminated by the Company or any successor Without Cause or you resign for Good Reason, then, subject to your timely execution and delivery, and non-revocation, of the Company's standard Waiver and Release Agreement, you will be entitled to receive: (1) the salary you earned through the Termination Date, and (2) severance payments at the rate of your current base salary for a period equal to two years reduced by the number of months from your Start Date through your Termination Date, provided, however, that such period shall not be reduced to less than one year. Solely if you are terminated by the Company or any successor Without Cause, you will also be eligible to receive (subject to your timely execution and delivery, and non-revocation, of the Company's standard Waiver and Release Agreement) a bonus for the year in which you ceased employment (determined in the manner and at the time described above), which will be pro-rated by multiplying such bonus by the fraction in which the numerator is the number of days from January 1 through the Termination Date and the denominator is 365. You will not be eligible to receive severance payments pursuant to this paragraph if you are eligible to receive severance payments pursuant to the immediately preceding paragraph.
 - The severance payments described above are payable in accordance with the Company's then applicable payroll practices and subject to all applicable federal, state and local withholding, and payments will begin at the time, and subject to the conditions, set forth in the Company's standard Waiver and Release Agreement.
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- The severance payments described above shall begin as soon as practicable following the date upon which the Waiver and Release Agreement described above becomes effective, with the first payment following the effective date of the Waiver and Release to include all severance payments that would have been made had such severance began upon the date of your termination of employment. Notwithstanding the foregoing, in no event shall you become entitled to the severance payments described above if the Waiver and Release described above has not become effective by the 60th day following your termination of employment.
- Notwithstanding the foregoing, in the event that you are considered a “specified employee” for purposes of Internal Revenue Section 409A (“Code Section 409A”), any severance payments payable pursuant to this letter that constitutes “deferred compensation” within the meaning of Code Section 409A that would otherwise be paid during the six-month period immediately following your “separation from service” (within the meaning of Code Section 409A) shall be accumulated and paid to you on the first day of the seventh month following such “separation from service” (“Delayed Payment Date”), provided that if you die prior to the payment of such amounts, such amounts shall be paid to your personal representative on the first to occur of the Delayed Payment Date or 10 days following the date of your death. For purposes of Code Section 409A, your right to the severance payments described in this letter shall be treated as a right to a series of separate payments. Any references to termination of employment or date of termination in this offer letter shall mean and refer to “separation from service” and the date of such “separation from service” as that term is defined in Code Section 409A.
- If your employment with the Company is terminated for any reason whatsoever, whether by you or the Company, then (i) the Company is not liable for or obligated to pay you any bonus compensation, incentive or otherwise, or any other compensation promised by this offer letter other than unpaid base salary that has been earned through your last day of employment, and the pro-rata bonus and severance payments described above; (ii) stock options that vested through your last day of employment may be exercised in accordance with the Option Plan, and all unvested options shall cease to vest and be forfeited as of such date; and (iii) no other benefits shall accrue or vest subsequent to such date.

For purposes of this offer letter, “Cause” shall mean any of the following: (i) commission by you of criminal conduct which involves moral turpitude; (ii) your conviction of, or plea of nolo contendere to, a criminal offense that (a) is a felony, or (b) results in imprisonment; (iii) 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; (iv) your violation of federal securities laws or state securities law applicable to the Company; (v) your willful engagement in conduct which is materially injurious to the Company or any of its subsidiaries; or (vi) 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 the Chief 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 the Chief 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 offer letter, a termination of employment "Without Cause" means a termination of your employments by the Company for any reason other than your death, Cause or Disability. For purposes of this offer letter, "Disability" means your failure, because of illness, accident or any other physical or mental incapacity to perform the essential functions of your position for six consecutive months or an aggregate of any 130 business days within any 12 month period, subject to reasonable accommodation provisions of applicable laws. For purposes of this offer letter, "Good Reason" means the existence without your written consent of any one or more of the following conditions that continue for more than 45 days following your written notice of such condition(s) to the Chief Executive Officer: (i) a material change in or reduction of your authority, duties and responsibilities, or the assignment to you of duties materially inconsistent with your position with the Company; or (ii) a reduction in your gross bi-weekly salary below \$15,384.62, provided, however, that you must deliver such notice within 30 days following your learning of such condition(s).

During the term of your employment, you shall be permitted, if and to the extent eligible, to participate in all employee benefits plans, policies and practices now or hereafter maintained by or on behalf of the Company, commensurate with your position and level of individual contribution, at the Company's discretion, provided, however, you are not eligible to participate in any Company severance plan. As a point of clarification, you will be eligible for medical coverage under our benefits programs on the first day of the month following 30 days of employment.

For purposes of Federal I-9 Immigration Law, you will be required to provide documentary evidence of your identity and eligibility for employment in the United States. You will need to bring your identity documents with you to your first day of orientation/employment, and you will need to complete an I-9 form. You have three (3) business days from your first day of employment to furnish the required identification documentation as a condition of continued employment.

This offer letter will only become effective when both this offer letter and the Restrictive Covenants Agreement attached to this letter are executed by you and delivered to the Company.

You represent and warrant that: your entering into and performing under this offer letter will not violate your agreement with any third party; there are no restrictions or obligations to any third party which would restrict your performance of your duties under this offer letter; and you have not provided, or promised to provide, the Company with any confidential information, trade secrets, or property of any of your former or current employers. You represent and warrant that you have not been convicted, or had a judgment entered against you, for any federal or state securities law violation, and that to your knowledge you are not currently under investigation by any government agency or regulatory authority with respect to any federal or state securities laws violation.

For clarification and the protection of both you and the Company, your acceptance of this offer represents the sole agreement between you the Company. No prior promises, representations, and/or understandings relating to the offer of employment as set forth in this letter are to be considered part of this letter. This offer supersedes all prior offers, both verbal and written.

This offer letter 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.

Please call me to discuss any questions or comments that you may have regarding these terms.

We are very pleased at the prospect of you joining our team!

Sincerely,

/s/ Vito Ponzio, Jr.

Vito Ponzio, Jr.
Senior Vice President, Human Resources
BioScrip, Inc.

I accept the offer as stated.

/s/ Hai Tran

Name

April 19, 2012

Date signed

RESTRICTIVE COVENANTS AGREEMENT

1. **Background.** BioScrip, Inc. (BioScrip or the “Company”)¹ desires to employ you, Hai Tran, and you desire to be employed by the Company. As a condition to such employment the Company requires protection of its business interests as set forth in this Restrictive Covenants Agreement (referred to herein as the “RC Agreement”).
2. **Consideration.** Your acceptance of the terms of this RC Agreement is a condition of your initial or continued employment with the Company. In reliance upon this RC Agreement and your employment with the Company, the Company will provide you with access to the Company’s Confidential Information (through computer password or other means).
3. **Covenant Against Competition; Other Covenants.** You acknowledge that (i) the principal business of Company is the provision of (A) comprehensive pharmaceutical care solutions, including specialty pharmaceutical programs; home infusion and mail order pharmacy services; pharmacy benefit management services; and the operation of retail pharmacies; and (B) home health and related services, including nursing; durable medical equipment; respiratory, physical and occupational therapy; and hospice care; the foregoing business of the Company, and any and all other businesses that after the date hereof, and from time to time during the term of your employment with the Company, become material with respect to the Company's then-overall business, are collectively referred to as the "Business"; (ii) the Company is dependent on the efforts of a certain limited number of persons who have developed, or will be responsible for developing, the Business; (iii) the Business is national in scope; (iv) your work for the Company will give you access to the Company’s Confidential Information; (v) the covenants contained in this RC Agreement (collectively, the “Restrictive Covenants”) are essential to the Business; and (vi) the Company would not have offered you employment but for your agreement to accept and be bound by the Restrictive Covenants set forth herein. Accordingly, you covenant and agree that:
 - (a) **Restriction on Competition.** While you are employed by the Company and for a period of one year from the termination of such employment (by you or the Company), you shall not participate in, supervise, or manage (as an employee, consultant, agent, owner, manager, operator, partner, or in any comparable capacity) any “Competing Activities” anywhere in the United States of America (the “Territory”). “Competing Activities” means any activities that are the same as or similar in function or purpose to those you performed or supervised performance of on behalf of the Company in the two year period preceding your termination if such activities are being undertaken for the benefit of a business (meaning a person, company, or independently operated division or unit of a company) that provides a product or service in the Territory that competes with one or more of the products or services offered by the Company during the two year period preceding the termination of your employment. Notwithstanding the foregoing, nothing herein shall be construed to prohibit ownership as a passive investor of less than two percent (2%) of the issued and outstanding stock of a publicly held corporation.

For purposes of this Agreement, the term BioScrip or the Company includes its parent(s), subsidiaries, affiliates, successors, and assigns. An “affiliate” of, or a company or person “affiliated” with, the Company is a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Company. Notwithstanding the foregoing, wherever an obligation of the Company to you is described or provided for in this RC Agreement it shall only apply to the Company entity employing you and shall create no obligation on behalf of any Company entity that is not your employer.

(b) **Restriction on Customer and Employee Solicitation.** While you are employed by the Company and for a period of two years following the termination of such employment (by you or the Company), you shall not, without the Company's prior written consent, directly or indirectly, in person or through assisting others:

(i) solicit, knowingly induce or encourage any employee or independent contractor who provided services to the Company during the one year period preceding the termination of your employment to leave the employment or other service of the Company, or hire (on your behalf or on behalf of any other person or entity) any such employee or independent contractor who has left the employment or other service of the Company within one year of the termination of such employee's or independent contractor's employment or other service with the Company, or

(ii) solicit, contact, or engage in business related communications with (regardless of who initiates the communication), any customer, client, or referral source of the Company with whom you dealt in the two year period preceding the termination of your employment (a "Covered Customer") for the purpose of inducing or helping the Covered Customer to cease or reducing doing business for the Company or for the purpose of diverting business opportunities away from the Company, or

(iii) provide services to a Covered Customer that would displace or reduce the business opportunities of the Company with the Covered Customer.

4. **Confidential Information.** During and after the term of your employment, you shall keep secret and retain in strictest confidence, and shall not use for your benefit or the benefit of others, except in connection with the Business and the affairs of the Company, all confidential and proprietary matters relating to the Company and the Business learned by you heretofore or hereafter directly or indirectly from the Company (the "Confidential Information"), including, without limitation, information or compilations of information with respect to (i) the strategic plans, budgets, forecasts, intended expansions of product, service, or geographic markets of the Company, (ii) sales figures, contracts, agreements, and undertakings with or with respect to customers, (iii) profit or loss figures, and (iv) customers, clients, suppliers, sources of supply and customer lists, and shall not disclose such Confidential Information to anyone outside of the Company except with the Company's express written consent and except for Confidential Information which is at the time of receipt or thereafter becomes publicly known through no wrongful act of you or is received from a third party not under an obligation to keep such information confidential and without breach of this RC Agreement. A compilation or list of information maintained in confidence by the Company (like a customer list) will be considered Confidential Information irrespective of whether it may contain some items of information that would otherwise be publicly available because such a compilation has special value and utility in its compiled form. Notwithstanding the foregoing, the non-disclosure obligations of this RC Agreement will not apply to the extent that you are acting to the extent necessary to comply with legal process; provided that in the event that you are subpoenaed to testify or to produce any information or documents before any court, administrative agency or other tribunal relating to any aspect pertaining to the Company, you shall immediately notify the Company thereof.

All memoranda, notes, lists, records, property and any other tangible product and documents (and all copies thereof) made, produced or compiled by you or made available to you concerning the Company and its Business shall be the Company's property and shall be delivered to the Company at any time on request.

5. **Duty of Loyalty; Employment Status.** During your employment by the Company, you will abide by all of the restrictions placed upon you in this RC Agreement, will avoid conflicts of interest, and will not engage in any form of competition with the Company. You understand and agree that even though you may have additional employment that does not violate the provisions of this RC Agreement, if your position with another employer impedes or otherwise adversely affects your job performance with the Company, you may be terminated for performance reasons. By way of example, if you moonlight or work elsewhere during the evenings and you are too tired during the day to perform your duties and responsibilities for the Company, you may be terminated. Nothing in this RC Agreement shall be construed to affect the term of your employment as set forth in your offer letter.

6. **Rights and Remedies upon Breach of Restrictive Covenants.** You acknowledge and agree that any breach by you of any of the Restrictive Covenants would result in irreparable injury and damage to the Company for which money damages would not provide an adequate remedy. Therefore, if you breach, or threaten to commit a breach of, any of the Restrictive Covenants, the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity (including, without limitation, the recovery of damages).

(a) The right and remedy to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court having equity jurisdiction, including, without limitation, the right to an entry against you of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such Restrictive Covenants; provided, however, that where a bond is required by law for an injunction to issue, the agreed upon bond shall be \$1,000. For purposes of the enforcement of any restrictions contained herein the parties agree that the respective time periods for any restrictions shall be tolled for a period of time equal to that period beginning when such violation commenced and ending when the activities constituting such violation shall have terminated.

(b) The right and remedy to require you to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by you as the result of any transactions constituting a breach of the Restrictive Covenants, and you shall account for and pay over such Benefits to the Company. This remedy shall be in addition to, and not in lieu of, injunctive relief to prevent further harm and does not represent a complete or satisfactory remedy standing alone. You agree that in any action seeking specific performance or other equitable relief, you will not assert or contend that any of the provisions of these Restrictive Covenants are unreasonable or otherwise unenforceable. The existence of any claim or cause of action by you, whether predicated on the RC Agreement or otherwise, shall not constitute a defense to the enforcement of the Restrictive Covenants.

7. **Severability and Choice of Law.** If any of the Restrictive Covenants in this Agreement are found unenforceable as written, the Court shall reform the unenforceable restriction(s) so as to make same fully enforceable to the maximum extent of the law within the state or other geographic jurisdiction of the Court; and, the Agreement shall otherwise be enforced in accordance with its terms outside said state or jurisdiction. The law of the State of New York shall control the interpretation, application, and enforcement of this Agreement without regard or respect for any choice of law principles to the contrary of New York or of the state where you may reside at the time of enforcement.

8. **Counterparts:** This Agreement may be signed in two counterparts with the same effect as if the signatures were upon the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or as an attachment to an electronic mail message is to be treated as an original document. The signature of any Party thereon, placed there for purposes of execution hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

This Agreement is effective as of the first day your employment commences with the Company.

Agreed:
BioScrip, Inc.

By: /s/ Vito Ponzio, Jr.
Name: Vito Ponzio, Jr.
Title: Senior Vice President, Human Resources
Date: April 19, 2012

Hai Tran

/s/ Hai Tran
Signature

Hai Tran
Printed Name

April 19, 2012
Date

FOR IMMEDIATE RELEASE

**BioScrip Appoints Hai V. Tran as Senior Vice President,
Chief Financial Officer and Treasurer**

Elmsford, NY – April 23, 2012 – BioScrip, Inc. (NASDAQ: BIOS) (the “Company”) today announced that Hai V. Tran has been appointed as Senior Vice President, Chief Financial Officer and Treasurer effective May 14, 2012. Mr. Tran will succeed MJ Graves, who has been serving as BioScrip’s Interim Chief Financial Officer and Treasurer since January 2011, and will continue as a consultant to the Company to ensure a smooth transition.

“BioScrip’s Board of Directors and I are delighted to welcome Hai, a highly-accomplished and experienced CFO in the healthcare industry,” said Rick Smith, President and Chief Executive Officer of BioScrip. “Hai has a successful and long-standing track record, which combines strong financial skills, depth of experience in managing financial and accounting operations in high-growth environments and acquiring and integrating businesses. We believe Hai’s experience will be particularly important as we execute the next phase of our growth initiatives, specifically expanding our footprint in infusion services and continuing to execute in our other businesses where we have key strengths. I believe we have the right leadership team in place to build on the momentum underway in 2012 and beyond.”

Mr. Smith continued, “On behalf of the entire Board and executive team, I’d like to thank MJ for her many contributions to BioScrip, specifically her efforts in executing on various elements of our strategic assessment, including the sale of our pharmacy services assets. We appreciate her ongoing support.”

About Hai Tran

Hai Tran has nearly 20 years of financial experience, most recently serving as Chief Financial Officer and Vice President International of Harris Healthcare Solutions, which is the healthcare subsidiary of Harris Corporation, a \$6.0 billion diversified technology company. From 2008 to 2011 Mr. Tran served as Chief Financial Officer of Catalyst Health Solutions, Inc. (Nasdaq: CHSI), a publicly traded Pharmacy Benefits Management company. At Catalyst, he contributed to the growth of the business, both organically and from acquisitions. This consistent financial performance yielded a significant increase in shareholder value during his tenure. Mr. Tran served as Vice President and Treasurer of Hanger Orthopedic Group (NYSE: HGR), a public healthcare services, products, and distribution company, from 2006 to May 2008, and as Senior Vice President of Strategic Development and Emerging Solutions for Cadmus Communications from 2001 to 2006. Prior to joining Cadmus Communications, Mr. Tran held senior-level finance and operations positions in various industries including technology, software, retail, and consumer products.

Mr. Tran holds a bachelor’s degree in electrical engineering from the University of Virginia and a master’s degree in business administration from the University of Richmond.

About BioScrip, Inc.

BioScrip, Inc. (www.bioscrip.com) (Nasdaq: BIOS) is a national provider of specialty pharmacy and home health services that partners with patients, physicians, hospitals, healthcare payors and pharmaceutical manufacturers to provide clinical management solutions and delivery of cost-effective access to prescription medications and home health services. Our services are designed to improve clinical outcomes with chronic and acute healthcare conditions while controlling overall healthcare costs.

Forward Looking Statements – Safe Harbor

This press release may contain statements which constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the intent, belief or current expectations of the Company, its directors, or its officers with respect to the future operating performance of the Company. 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 such differences are described in the Company's periodic filings with the Securities and Exchange Commission.

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