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 6, 2019

OPTION CARE HEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-11993**	**05-0489664**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
3000 Lakeside Dr. Suite 300N Bannockburn, IL		**60015**
(Address of principal executive offices)		**(Zip Code)**

(312)-940-2443
(Registrant's telephone number, including area code)

BioScrip, Inc.
600 Broadway, Suite 700, Denver, Colorado 80202
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☐ Emerging growth company

☐ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $.0001 par value	**BIOS**	**Nasdaq Global Select Market**

INTRODUCTORY NOTE

This Current Report on Form 8-K of Option Care Health, Inc. is being filed concurrently with a separate Current Report on Form 8-K of Option Care Health, Inc. On August 6, 2019, HC Group Holdings II, Inc., a Delaware corporation ("HC II" or "Omega"), which wholly owns the group of operating subsidiaries known as Option Care ("Option Care"), first merged (the "First Merger") with and into Beta Sub, Inc. ("Beta Sub, Inc." or "Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of BioScrip, Inc., a Delaware corporation ("BioScrip" or the "Company") with HC II as the surviving corporation (the "Surviving Corporation"). Immediately following the First Merger, the Surviving Corporation was merged with and into Beta Sub, LLC, (the "Second Merger"), a Delaware limited liability company and a wholly owned subsidiary of BioScrip ("Beta Sub, LLC" or "Merger Sub LLC") (the First Merger and such subsequent merger referred to as the "Mergers"). Upon completion of the Mergers, the Surviving Corporation operates as a wholly owned subsidiary of BioScrip under the name HC Group Holdings II, LLC. The Mergers were effectuated pursuant to an Agreement and Plan of Merger (the "Merger Agreement") by and among the Company, HC II, HC Group Holdings I, LLC, a Delaware limited liability company ("Omega Parent"), HC Group Holdings III, Inc. (solely for limited purposes set forth therein), Beta Sub, Inc. and Beta Sub, LLC, dated as of March 14, 2019.

As a result of the Mergers, Omega Parent owned approximately 80% of the issued and outstanding shares of the combined company immediately following the completion of the First Merger.

At a special meeting of the Company's stockholders held on August 2, 2019, the Company's stockholders approved, among other things, an issuance of the Company's shares of common stock, par value $0.0001 per share (the "Common Stock") to Omega Parent pursuant to the Merger Agreement, and the adoption of the Company's third amended and restated certificate of incorporation (the "Amended Charter").

The Amended Charter became effective on August 6, 2019 pursuant to and upon filing the Certificate of Amendment to the Company's Second Amended and Restated Certificate of Incorporation (the "Amended Charter Effective Time") with the Secretary of State of the State of Delaware. Immediately following the Amended Charter Effective Time, the First Merger became effective upon the filing of the First Certificate of Merger with the Secretary of State of the State of Delaware, and the Second Merger became effective upon the filing of the Second Certificate of Merger with the Secretary of State of the State of Delaware. At the Amended Charter Effective Time, the Mergers occurred with the Surviving Corporation operating as a wholly owned subsidiary of BioScrip. Immediately following the Amended Charter Effective Time, the Company filed a Certificate of Amendment with the State of Delaware to change the Company's name to Option Care Health, Inc.

Item 2.02 Results of Operations and Financial Condition.

A copy of HC II's financial statements for the three months ended June 30, 2019 is filed with this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

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

(b)

Executive Officers

In connection with the consummation of the Mergers and as was previously disclosed in Exhibit 99.2 to the Company's Current Report on Form 8-K filed with the Commission on June 13, 2019, each of Stephen Deitsch and Kathryn Stalmack, each a Named Executive Officer of the Company, resigned from their positions upon the closing of the Mergers. Daniel Greenleaf, also a Named Executive Officer and the former Chief Executive Officer of the Company, resigned from his position upon the closing of the Mergers, and now serves as a special advisor to the combined company's Board of Directors (the "Board").

As was previously disclosed in the section "The Mergers — Golden Parachute Compensation" to the Company's definitive proxy statement on Schedule 14A, filed with the Commission on June 26, 2019, and incorporated herein by reference, each of Stephen Deitsch, Kathryn Stalmack and Daniel Greenleaf is entitled to severance in connection with their separations from employment.

Board of Directors

In connection with the Mergers, the following members of the Board resigned at the close of the Mergers: Christopher Shackelton, Daniel Greenleaf, Michael Bronfein, Michael Goldstein and Steven Neumann. No such resignation was due to a disagreement on any matter relating to the Company's operations, policies or practices.

(c)

John Rademacher - Chief Executive Officer, President and Director of Combined Company

John Rademacher, 52 years old, will serve as the Chief Executive Officer, President and Director of the Company. A biography of Mr. Rademacher was previously disclosed in the section "The Mergers — Biographies of Option Care Designated Directors of the Combined Company" to the Company's definitive proxy statement on Schedule 14A, filed with the Commission on June 26, 2019, and incorporated herein by reference. Mr. Rademacher was appointed to the position of Chief Executive Officer and President of the combined company on August 6, 2019.

Option Care previously entered into an employment agreement with Mr. Rademacher, which will remain in effect following the consummation of the Mergers, which is referred to herein as the "Rademacher employment agreement," outlining his role and responsibilities and confirming the terms of his compensation arrangements. The following description of the Rademacher employment agreement is a summary of certain of its terms only and is qualified in its entirety by the full text of the Rademacher employment agreement attached hereto as Exhibit 10.1.

The Rademacher employment agreement provides for the following:

- Mr. Rademacher will receive an annual base salary of $475,000 and will be eligible for an annual cash bonus target award of 100% of his base salary.

- If Mr. Rademacher's employment terminates without Cause (or by his resignation within 30 days following a sale of the Company, subject to certain conditions), but not due to his death or disability, he shall be entitled to receive his annual base salary and other employee benefits, and will be entitled to continue to receive a cash amount equal to his annual base salary and to continue to participate in health benefit plans for senior executive employees, for a period of 18 months after the date of termination. Mr. Rademacher will also be entitled to any unpaid annual bonus for any completed fiscal year and 100% of his annual base salary on a pro rata basis. All of these amounts are subject to Mr. Rademacher's execution and delivery of a general release.

- The definition of "Cause" in the Rademacher employment agreement includes: (i) the commission of a felony or other crime involving moral turpitude; (ii) the commission of any act or omission involving dishonesty, disloyalty or fraud with respect to the Company and/or its subsidiaries; (iii) reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace) or other repeated conduct causing the Company and/or its subsidiaries substantial public disgrace or substantial economic harm; (iv) substantial and repeated failure to perform duties as reasonably directed by the Board; (v) any intentional act or omission aiding or abetting a competitor, supplier or customer of the Company and/or its subsidiaries to the material disadvantage of the Company and/or its subsidiaries; (vi) breach of fiduciary duty or willful misconduct with respect to the Company and/or its subsidiaries or (vii) any other material breach of the Rademacher employment agreement.

Mike Shapiro - Chief Financial Officer of Combined Company

Mike Shapiro, 49 years old, served as the Chief Financial Officer of Option Care from August 2015 until the consummation of the Mergers. Prior to joining Option Care, Mr. Shapiro was the Senior Vice President and Chief Financial Officer of Catamaran Corporation, a previously publicly-traded pharmacy benefits management company that is now part of UnitedHealth Group's Optum Rx division, from March 2014 to July 2015 and Senior Vice President, Finance of Catamaran Corporation from February 2012 to March 2014. Mr. Shapiro was appointed to the position of Chief Financial Officer of the combined company on August 6, 2019.

Option Care previously entered into an employment agreement with Mr. Shapiro, which will remain in effect following the consummation of the Mergers, which is referred to herein as the "Shapiro employment agreement," outlining his role and responsibilities and confirming the terms of his compensation arrangements. The following description of the Shapiro employment agreement is a summary of certain of its terms only and is qualified in its entirety by the full text of the Shapiro employment agreement attached hereto as Exhibit 10.2.

The Shapiro employment agreement provides for the following:

- Mr. Shapiro will receive an annual base salary of $350,000 and will be eligible for an annual cash bonus target award of 80% of his base salary.

- If Mr. Shapiro's employment terminates without Cause (or by his resignation within 30 days following a sale of the Company, subject to certain conditions), but not due to his death or disability, he shall be entitled to receive his annual base salary and other employee benefits, and will be entitled to continue to receive a cash amount equal to his annual base salary and to continue to participate in health benefit plans for senior executive employees, for a period of 12 months after the date of termination. Mr. Shapiro will also be entitled to any unpaid annual bonus for any completed fiscal year and 80% of his annual base salary on a pro rata basis. All of these amounts are subject to Mr. Shapiro's execution and delivery of a general release.

- The definition of "Cause" in the Shapiro employment agreement includes: (i) the commission of a felony or other crime involving moral turpitude; (ii) the commission of any act or omission involving dishonesty, disloyalty or fraud with respect to the Company and/or its subsidiaries; (iii) reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace) or other repeated conduct causing the Company and/or its subsidiaries substantial public disgrace or substantial economic harm; (iv) substantial and repeated failure to perform duties as reasonably directed by the officer he reports to or the Board; (v) any intentional act or omission aiding or abetting a competitor, supplier or customer of the Company and/or its subsidiaries to the material disadvantage of the Company and/or its subsidiaries; (vi) breach of fiduciary duty or willful misconduct with respect to the Company and/or its subsidiaries or (vii) any other material breach of the Shapiro employment agreement.

Harriet Booker - Chief Operating Officer of Combined Company

Harriet Booker, 53 years old, served as the Chief Operating Officer of BioScrip from November 2017 until the closing of the Mergers. Prior to that, Ms. Booker served as an executive advisor at Kate Farms, Inc., a food and beverage company, and was the Interim Senior Vice President, Revenue Cycle Management at Option Care from April 2016 until December 2016. Prior to that, Ms. Booker was the Chief Sales Officer at Coram CVS/ Specialty Infusion Services from January 2014 until April 2015. Ms. Booker was appointed to the position of Chief Operating Officer of the combined company on August 6, 2019.

Option Care previously entered into an employment agreement with Harriet Booker, which became effective following the consummation of the Mergers. A description of this employment agreement was previously disclosed in the section "The Mergers — Interests of Certain BioScrip Directors and Executive Officers in the Mergers" to the Company's definitive proxy statement on Schedule 14A, filed with the Commission on June 26, 2019, and is incorporated herein by reference. The description of the employment agreement is a summary of certain of its terms only and is qualified in its entirety by the full text of the employment agreement attached hereto as Exhibit 10.3.

Bob Kampstra - Chief Accounting Officer of Combined Company

Bob Kampstra, 45 years old, served as the Vice President of Finance, Controller of Option Care from November 2015 until the consummation of the Mergers. Prior to that, Mr. Kampstra served as the Finance Director - Americas from September 2012 until October 2015 and Vice President - Corporate Controller from March 2006 until September 2012 at Modine Manufacturing Company, a publicly-traded thermal management company. Mr. Kampstra was appointed to the position of Chief Accounting Officer of the combined company on August 6, 2019.

(d)

Following the consummation of the Mergers and pursuant to the terms of the Merger Agreement, the Board became comprised of ten members, eight of whom were selected by Option Care (including Timothy Sullivan and Elizabeth Q. Betten of Madison Dearborn Capital Partners, LLC, the largest stockholder of Omega Parent, John J. Arlotta, Nitin Sahney and Harry M. Jansen Kraemer, Jr., three independent directors under the Nasdaq rules and Rule 10A-3 promulgated under the Exchange Act, Mark Vainisi and Alan Nielsen of Walgreen Boots Alliance, Inc., Omega Parent's other significant stockholder, and John Rademacher, the chief executive officer of Option Care and chief executive officer of the combined company) and two of whom were appointed by BioScrip (R. Carter Pate and David W. Golding, both of whom were on the BioScrip board immediately prior to the Mergers). The Board list is as follows:

Name	Board of Directors	Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee	Quality and Compliance Committee	Finance and Investment Committee
Harry M. Jansen Kraemer, Jr.	Chair	X*		X*	X	
John Rademacher	Member, Chief Executive Officer					
Timothy Sullivan	Member		X*	X		X
Elizabeth Q. Betten	Member			X	X*	X*
Nitin Sahney	Member	X				
John Arlotta	Member		X		X	
Alan Nielsen	Member				X	
Mark Vainisi	Member		X	X		X
R. Carter Pate	Member	X				
David W. Golding	Member		X			

*Indicates Chairperson of Committee.

Item 8.01 Other Events.

Press Release

On August 7, 2019, Option Care Health, Inc. issued a press release in connection with the completion of the Mergers. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Nasdaq Listing Update

As previously disclosed, the Company is required to file a new listing application with Nasdaq because the Mergers constitute a change of control of BioScrip under Nasdaq rules. The combined company will not satisfy the minimum bid price requirements for listing on any Nasdaq exchange upon consummation of the Mergers. As a result, Nasdaq has not approved the new listing application of the combined company, and we expect the Nasdaq Listing Qualifications Staff to notify the combined company promptly following the closing of its failure to satisfy Nasdaq's continued listing criteria. This notification will have no immediate effect on the listing of the combined company's stock, which will continue to trade on Nasdaq. Following receipt of the notification, the combined company will commence an appeals process with Nasdaq and take all reasonable action in order to either maintain the listing of the common stock on a Nasdaq exchange, or apply for listing of the combined company on NYSE American where it will satisfy the initial listing criteria.

Item 9.01 Financial Statements and Exhibits.

(a) ***Financial Statements***

A copy of HC II's financial statements for the three months ended June 30, 2019 is filed with this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

(d) ***Exhibits***

The exhibits listed in the following Exhibit Index are filed as part of this Current Report.

Exhibit No.	Description
10.1	John Rademacher Employment Agreement.
10.2	Michael Shapiro Employment Agreement.
10.3	Harriet Booker Employment Agreement.
99.1	HC II's financial statements for the three months ended June 30, 2019.
99.2	Press release issued by Company dated August 7, 2019 announcing the completion of the Mergers.

SIGNATURE

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, thereunto duly authorized.

OPTION CARE HEALTH, INC.

By: /s/ Clifford E. Berman
Name: Clifford E. Berman
Title: Senior Vice President, General Counsel and Corporate Secretary

August 7, 2019

Exhibit 10.1

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this " Agreement") is effective as of February 23, 2018 by and between Option Care Infusion Services, Inc. (formerly known as Walgreens Infusion Services, Inc.), a Delaware corporation (the "Company"), and John Rademacher ("Executive").

WHEREAS, Executive and the Company are party to that certain Employment Agreement, dated as of October 20, 2015 (the "Original Employment Agreement") and wish to amend and restate the Original Employment Agreement by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Original Employment Agreement in its entirety as follows:

Section 1. Employment. The Company shall employ Executive, and Executive hereby accepts employment with the Company, upon the terms and conditions set forth in this Agreement for the period beginning on the date hereof and ending as provided in Section 4 (the "Employment Period").

Section 2. Position and Duties.

(a) During the Employment Period, Executive shall serve as the Chief Executive Officer of the Company and shall have the normal duties, responsibilities, functions and authority of such position. Executive shall render such administrative, financial and other executive and managerial services to the Company Group that are consistent with Executive's position as the Company's board of directors (the "Board") may from time to time direct.

(b) During the Employment Period, Executive shall report to the Board and shall devote Executive's best efforts and Executive's full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company Group. Executive shall perform Executive's duties, responsibilities and functions for the Company Group hereunder to the best of Executive's abilities in a diligent, trustworthy, professional and efficient manner and shall comply with the Company's and its subsidiaries' policies and procedures in all material respects. In performing Executive's duties and exercising Executive's authority under this Agreement, Executive shall support and implement the business and strategic plans approved from time to time by the Board and shall support and cooperate with the Company's and its subsidiaries' efforts to expand their businesses and operate profitably and in conformity with the business and strategic plans approved by the Board. During the Employment Period, Executive shall not serve as an officer, manager or director of, or otherwise perform services for compensation for, any other person or entity without the prior written consent of the Board; provided that Executive may serve as an officer, manager or director of, or otherwise participate in, solely charitable, educational, welfare, social, religious and civic organizations so long as such activities do not interfere with Executive's employment with the Company.

Section 3. Compensation and Benefits.

(a) During the Employment Period, Executive's base salary shall be $475,000.00 per annum or such higher rate as the Board may determine from time to time (as adjusted from time to time, the "Base Salary"), which salary shall be payable by the Company in regular installments in accordance with the Company's general payroll practices in effect from time to time, but in no event less frequently than monthly. In addition, during the Employment Period, Executive shall be entitled to participate in all of the Company's employee benefit programs for which senior executive employees of the Company and its subsidiaries are generally eligible.

(b) During the Employment Period, the Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the course of performing Executive's duties and responsibilities under this Agreement which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.

(c) In addition to the Base Salary, Executive shall be eligible to receive an annual cash bonus in an amount equal to 100% of the Base Salary for achievement of target-level performance objectives ("Target Bonus") (with the eligible amount of such bonus being more or less than the Target Bonus in the event of achievement below or above target-performance objectives, in each case as determined by the Board in its discretion). The annual bonus, to the extent earned in a given fiscal year as determined in the sole discretion of the Board, will be paid to Executive within 30 days following the completion of the audit for such fiscal year during the Employment Period based upon Executive's performance and the Company's achievement of financial, operating and other objectives set by the Board and communicated to Executive not later than 90 days after the commencement of the applicable fiscal year.

(d) All amounts payable to Executive as compensation hereunder shall be subject to all required and customary withholding by the Company and its subsidiaries.

Section 4. Term.

(a) The Employment Period shall begin on the date of this Agreement and terminate upon the first to occur of (i) Executive's resignation, (ii) Executive's death or Disability and (iii) the Company's termination of Executive for Cause or without Cause.

(b) If the Employment Period is terminated by the Company without Cause (or by Executive's resignation within 30 days following a Sale of the Company (as defined in the LLC Agreement) in which Executive is not retained in his current or a comparable position at a principal work location located within 75 miles of Executive's principal work location at the time of such Sale of the Company), Executive shall be entitled to receive Executive's Base Salary, accrued unused vacation (in accordance with the Company's vacation plan) and employee benefits through the date of termination and shall not be entitled to any other salary, compensation or benefits from the Company Group thereafter, except as follows:

(i) subject to the terms and conditions of Section 10, Executive shall be entitled to continue to receive a cash amount equal to Executive's Base Salary, payable in regular payroll installments, and to continue to participate in health benefit plans for senior executive employees of the Company to the extent permitted under the terms of such plans and programs and such participation would not result in excise or other similar taxes payable by the Company Group or loss of benefits by the Company Group, for a period of 18 months after the date of such termination (the "Severance Period"). As a result of such termination, Executive shall also be entitled to payment of (x) any unpaid annual bonus earned for any completed fiscal year ("Prior Year Bonus"), which bonus shall be payable at such time as such bonus is otherwise payable pursuant to Section 3(c), and (y) a pro rata bonus for the fiscal year in which such termination occurs in an amount equal to (A) 100% of the Base Salary, multiplied by (B) the ratio of the number of days Executive is employed in such fiscal year to 365 ("Pro Rata Bonus"), which bonus shall be payable in equal installments over the Severance Period on regular payroll dates. The foregoing amounts under this Section 4(b)(i) shall be payable to Executive if and only if Executive has executed and delivered to the Company a general release substantially in form and substance as set forth in Exhibit A attached hereto (the "General Release") and the General Release has become effective and is no longer subject to revocation within sixty (60) days following the date of such termination, and only so long as Executive has not revoked or breached the provisions of the General Release or breached the provisions of Section 5, Section 6 or Section 7 and does not apply for unemployment compensation chargeable to the Company or any subsidiary during the Severance Period,

(ii) Executive shall not be entitled to any other salary, compensation or benefits after termination of the Employment Period, except as otherwise specifically provided for under the Company's employee benefit plans or as expressly required by applicable law, and

(iii) In no event shall Executive be obliged to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under Section 4(b)(i), nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by another employer.

Any amounts payable pursuant to Section 4(b)(i) shall not be paid until the first scheduled payment date following the date the General Release is executed and no longer subject to revocation, with the first such payment being in an amount equal to the total amount to which Executive would otherwise have been entitled during the period following the date of termination if such deferral had not been required; provided, however, that any such amounts that constitute nonqualified deferred compensation within the meaning of Code §409A shall not be paid until the 60th day following such termination to the extent necessary to avoid adverse tax consequences under Code §409A, and, if such payments are required to be so deferred, the first payment shall be in an amount equal to the total amount to which Executive would otherwise have been entitled during the period following the date of termination if such deferral had not been required. Notwithstanding any other provision of this Agreement, if following the termination of the Employment Period, Executive is entitled to payments or other benefits under this Section 4(b), but it is later determined that Executive was terminable for Cause, (i) Executive shall not be entitled to any payments or other benefits pursuant to this Section 4(b), (ii) any and all payments to be made by the Company Group shall cease and (iii) any such payments previously made to Executive shall be returned immediately to the Company by Executive.

(c) If the Employment Period is terminated due to Executive's death, Disability or resignation, or due to Executive's termination for Cause, Executive shall be entitled to receive Executive's Base Salary, accrued and unused vacation (in accordance with the Company's vacation plan), and employee benefits through the date of such termination and Executive shall not be entitled to any other salary, compensation or benefits from the Company Group thereafter, except as otherwise specifically provided for under the Company's employee benefit plans or as expressly required by applicable law; provided, if such termination is due to Executive's death or Disability, Executive shall also be entitled to receive any Prior Year Bonus and a Pro Rata Bonus, in each case as payable at the times provided in Section 4(b)(i).

(d) Except as otherwise expressly provided in this Agreement, all of Executive's rights to salary, bonuses, employee benefits and other compensation hereunder which would have accrued or become payable after the termination of the Employment Period shall cease upon such termination or expiration, other than those expressly required under applicable law (such as COBRA). Nothing contained herein is intended to limit or otherwise restrict the availability of any COBRA benefits to Executive required to be provided pursuant to Section 601 of Title I of the Employee Retirement Income Security Act of 1974 and Section 4980B of the Internal Revenue Code. Except as otherwise provided in Section 10, the Company may offset any undisputed amounts Executive owes the Company Group against any amounts the Company Group owes Executive.

(e) "Cause" shall mean with respect to Executive one or more of the following: (i) the commission of a felony or other crime involving moral turpitude; (ii) the commission of any act or omission involving dishonesty, disloyalty or fraud with respect to the Company Group; (iii) reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace) or other repeated conduct causing the Company Group substantial public disgrace or substantial economic harm; (iv) substantial and repeated failure to perform duties as reasonably directed by the officer to which Executive reports or the Board; (v) any intentional act or omission aiding or abetting a competitor, supplier or customer of the Company Group to the material disadvantage of the Company Group; (vi) breach of fiduciary duty or willful misconduct with respect to the Company Group or (vii) any other material breach of this Agreement; provided, Executive shall be entitled to notice and an opportunity to cure any act or omission (if curable) under clause (vii) which is not cured to the Board's reasonable satisfaction within 30 days after written notice thereof to Executive.

(f) "Company Group" means the Company and its subsidiaries and, for so long as the Company is a subsidiary of Holdings, Holdings and its subsidiaries.

(g) "Disability" shall mean Executive's inability to perform the essential duties, responsibilities and functions of Executive's position with the Company and its subsidiaries for such period as entitles Executive to monthly income replacement benefits under the Company's long-term disability plan in which Executive participates; provided, if there shall not be such a plan in which Executive is a participant, such period shall be for 90 consecutive days or for a total of 180 days during any 12-month period as a result of any mental or physical illness, disability or incapacity even with reasonable accommodations for such illness, disability or incapacity provided by the Company and its subsidiaries or if providing such accommodations would be unreasonable, all as determined by the Board in its reasonable good faith judgment. Executive shall cooperate in all respects with the Company if a question arises as to whether Executive has become disabled (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists selected by the Company and authorizing such medical doctors and other health care specialists to discuss Executive's condition with the Company).

(h) "Holdings" means HC Group Holdings I, LLC, a Delaware limited liability company.

(i) "LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings, dated as of April 7, 2015, among the parties from time to time party thereto, as further amended from time to time pursuant to its terms.

Section 5. Confidential Information.

(a) Executive acknowledges that the information, observations and data (including trade secrets) obtained by Executive while employed by the Company Group both before and after the date of this Agreement concerning the business or affairs of the Company Group ("Confidential Information") are the property of the Company Group. In addition, Executive shall not disclose to any person or entity or use for Executive's own purposes any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company Group ("Third Party Information"), without the prior written consent of the Board except as necessary for Executive to discharge Executive's duties hereunder as determined in Executive's reasonable discretion, unless and to the extent that the Confidential Information or Third Party Information (i) becomes generally known to and available for use by the public other than as a result of Executive's acts or omissions or (ii) is required to be disclosed pursuant to applicable law or a court order or decree (in which case Executive shall give prior written notice to the Company of such disclosure). Executive shall deliver to the Company at the termination or expiration of the Employment Period, or at any other time the Company may reasonably request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts and software and other documents and data (and copies thereof) embodying or relating to Confidential Information, Third Party Information, Work Product or the business of the Company Group which Executive may then possess or have under Executive's control.

(b) In connection with rendering services to the Company Group hereunder, Executive shall be prohibited from using or disclosing any confidential information or trade secrets that Executive learned in connection with any prior employment with the Company or its affiliates at such time and that Executive is prohibited from using or disclosing by law or by contract. If at any time during the Employment Period Executive believes that Executive is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Executive may have to former employers, Executive shall immediately advise the Board so that Executive's duties can be modified appropriately.

Section 6. Intellectual Property, Inventions and Patents. Executive acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to the Company Group's actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Executive (whether alone or jointly with others) while employed by the Company or its predecessor and its subsidiaries, whether before or after the date of this Agreement (collectively referred to as "Work Product"), are the property of the Company or such other member of the Company Group. Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm such ownership (including, without limitation, executing and delivering assignments, consents, powers of attorney and other instruments). Executive acknowledges that all Work Product shall be deemed to constitute "works made for hire" under the U.S. Copyright Act of 1976, as amended.

In accordance with the Illinois Employee Patent Act, Executive is hereby advised that this Section 6 regarding the Company Group's ownership of Work Product does not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company Group was used and which was developed entirely on Executive's own time, unless (i) the invention relates to the business of the Company Group or to any member of the Company Group's actual or demonstrably anticipated research or development or (ii) the invention results from any work performed by Executive for a member of the Company Group.

Section 7. Non-Compete, Non-Solicitation.

(a) As additional consideration for the compensation to be paid to Executive under this Agreement, Executive acknowledges that during the course of Executive's employment with the Company Executive shall have access to and shall become familiar with the Company Group's trade secrets and with other Confidential Information concerning the Company Group and that Executive's services have been and shall continue to be of special, unique and extraordinary value to the Company Group, and therefore, Executive agrees that, during the Employment Period and for 18 months thereafter (the "Non-compete Period"), Executive shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, be employed by, or in any manner engage in, any person, business or entity that engages in the Business or is otherwise competing with the Company Group as such businesses exist or are substantially in process on the date of the termination of the Employment Period, within any geographical area in which a member of the Company Group engages or substantially plans to engage in such businesses. Nothing herein shall prohibit Executive from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as Executive has no active participation in the business of such corporation. For purposes of this Agreement, "Business" shall mean the business carried on by the Company Group from time to time, and which shall include the business of providing (i) infusion therapy to patients in their homes or in an ambulatory infusion suite, (ii) case coordination services for home infusion therapy and (iii) home infusion network management services.

(b) In addition, during the Non-compete Period, Executive shall not directly or indirectly through another person, business or entity (i) induce or attempt to induce any employee of the Company Group to leave the employ of the Company Group, or in any way interfere with the relationship between the Company Group and any employee thereof, (ii) hire any person who was an employee of the Company Group at any time during the Employment Period or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee or other business relation of the Company Group to cease doing business with the Company Group, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company Group.

(c) During the Non-compete Period, Executive shall not make any negative or disparaging statements or communications regarding the Company Group or any of their officers, directors or employees, and no member of the Board or the Holdings board of directors ("Holdings Board") shall make any negative or disparaging statements or communications regarding Executive; provided, however, that nothing in this Section 7(c) shall prevent Executive from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency, or judicial, arbitral or self-regulatory forum, nor prevent the Company Group from assessing Executive's performance and sharing such information with Company Group employees and members of the Board or Holdings Board who have a need to know such information.

(d) If, at the time of enforcement of this Section 7, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or geographical area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. Executive acknowledges that the restrictions contained in this Section 7 are reasonable and that Executive has reviewed the provisions of this Agreement with Executive's legal counsel.

(e) In the event of the breach or a threatened breach by Executive of any of the provisions of this Section 7, the Company Group would suffer irreparable harm, and in addition and supplementary to other rights and remedies existing in its favor, the Company shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). In addition, in the event of a breach or violation by Executive of this Section 7, the Non-compete Period shall be extended automatically by the amount of time between the initial occurrence of the breach or violation and when such breach or violation has been duly cured.

Section 8. Additional Acknowledgments. Executive acknowledges that the provisions of Section 5, Section 6 and Section 7 are in consideration of employment with the Company, other good and valuable consideration as set forth in this Agreement and the grant of equity in Holdings to Executive pursuant to the Unit Award Agreement. Executive also acknowledges that (i) the restrictions contained in Section 5, Section 6 and Section 7 do not preclude Executive from earning a livelihood, nor do they unreasonably impose limitations on Executive's ability to earn a living, (ii) the business of the Company Group will be national in scope and (iii) notwithstanding the jurisdiction of formation or principal office of the Company or residence of any of its executives or employees (including Executive), it is expected that the Company Group will have business activities and have valuable business relationships within its industry throughout the United States. Executive agrees and acknowledges that the potential harm to the Company Group resulting from the non-enforcement of Section 5, Section 6 and Section 7 outweighs any potential harm to Executive of the enforcement of such provisions by injunction or otherwise. Executive acknowledges that Executive has carefully read this Agreement and has given careful consideration to the restraints imposed upon Executive by this Agreement and is in full agreement regarding their necessity for the reasonable and proper protection of the business goodwill, competitive positions and confidential and proprietary information of the Company Group now existing or to be developed in the future and that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

Section 9. Executive's Representations. Executive hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Executive do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound, (ii) Executive is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person, business or entity or any agreement or contract requiring Executive to assign inventions to another party and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Executive, enforceable in accordance with its terms. Executive hereby acknowledges and represents that Executive has consulted with independent legal counsel regarding Executive's rights and obligations under this Agreement and that Executive fully understands the terms and conditions contained herein.

Section 10. Deferred Compensation Matters.

(a) It is the intent of the Company and Executive that the payments and benefits under this Agreement shall comply with or be exempt from Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "Code §409A"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance with or exempt from Code §409A. Executive agrees and acknowledges that the Company and its respective Subsidiaries make no representations with respect to the application of Code §409A and other tax consequences to any payments hereunder and, by entering into this Agreement, Executive agrees to accept the potential application of Code §409A and the other tax consequences of any payments made hereunder.

(b) A termination of the Employment Period shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code §409A, and for purposes of any such provision of this Agreement, references to a "termination", "termination of the Employment Period", "termination of employment" or similar terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code §409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code §409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 10(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent any reimbursements or in-kind benefits under this Agreement constitute "non-qualified deferred compensation" for purposes of Code §409A, (i) all such expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive, (ii) any right to such reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit and (iii) no such reimbursement, expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Code §409A, Executive's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within 30 days following the date of termination"), the actual date of payment within the specified period shall be within the Company's sole discretion. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "non-qualified deferred compensation" for purposes of Code §409A be subject to offset, counterclaim or recoupment by any other amount unless otherwise permitted by Code §409A.

Section 11. Survival. Section 4 through Section 24, inclusive, shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Employment Period.

Section 12. Notices. All notices, demands, or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made (i) when delivered personally to the recipient, (ii) when telecopied to the recipient, or delivered by means of electronic mail (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied/emailed before 5:00 p.m. Chicago, Illinois time on a business day, and otherwise on the next business day, or (iii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands, and other communications shall be sent to the Company at the following address and to Executive at Executive's Address or to the address for Executive set forth from time to time in the Company's books and records (and if Executive has notified the Company that he or she is represented by legal counsel in connection with the transactions contemplated hereby, with a copy (which shall not constitute notice) to such counsel's address as listed by Executive on the signature page hereto), or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

Option Care Infusion Services, Inc.
3000 Lakeside Drive, Suite 300N
Bannockburn, Illinois 60015
Attention: General Counsel

with copies to (which shall not constitute notice):

Madison Dearborn Partners, LLC
70 W. Madison St.
Suite 4600
Chicago, IL 60602
Attention: General Counsel

and

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Sanford E. Perl, P.C.
Mark A. Fennell, P.C.

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

Section 14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 15. Complete Agreement. This Agreement, and any other agreement expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 16. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

Section 17. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

Section 18. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive, the Company and their respective heirs, successors and assigns, except that Executive may not assign Executive's rights or delegate Executive's duties or obligations hereunder without the prior written consent of the Company.

Section 19. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

Section 20. Amendment and Waiver. The Original Employment Agreement is hereby amended, restated and superseded by this Agreement. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company (as approved by the Board) and Executive, and except as expressly provided herein, no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement (including, without limitation, the Company's right to terminate the Employment Period for Cause) shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

Section 21. Insurance. The Company may, at its discretion, apply for and procure in its own name and for its own benefit life and/or disability insurance on Executive in any amount or amounts considered advisable. Executive shall cooperate in any medical or other examination, supply any information and execute and deliver any applications or other instruments in writing as may be reasonably necessary to obtain and maintain such insurance. Executive hereby represents that Executive has no reason to believe that Executive's life is not insurable at rates now prevailing for healthy men of Executive's age. The Company will maintain in strictest confidence all information obtained in connection with such medical or other examination and use such information only for the purposes of this Section 21.

Section 22. Withholding Tax Indemnification and Reimbursement of Payments on Behalf of Executive. The Company Group shall be entitled to deduct or withhold from any amounts owing from the Company Group to Executive any federal, state, local or foreign withholding taxes, excise tax or employment taxes ("Taxes") imposed with respect to Executive's compensation or other payments from the Company Group or Executive's ownership interest in the Company Group (including, without limitation, wages, bonuses, dividends, the receipt or exercise of equity options and/or the receipt or vesting of restricted equity). In the event the Company Group does not make such deductions or withholdings, Executive shall indemnify the Company Group for any amounts paid with respect to any such Taxes, together with any interest, penalties and related expenses thereto.

Section 23. Waiver of Jury Trial. As a specifically bargained for inducement for each of the parties hereto to enter into this Agreement (after having the opportunity to consult with legal counsel), the Company and Executive each expressly waives the right to trial by jury in any lawsuit or proceeding relating to or arising in any way from this Agreement or the matters contemplated hereby.

Section 24. Executive's Cooperation. During the Employment Period and thereafter, Executive shall cooperate with the Company Group in any internal investigation, any administrative, regulatory or judicial investigation or proceeding or any dispute with a third party as reasonably requested by the Company (including, without limitation, Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company all relevant documents which are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments). In the event the Company requires Executive's cooperation in accordance with this Section 24, the Company shall reimburse Executive solely for reasonable travel expenses (including lodging and meals) upon submission of receipts.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

OPTION CARE INFUSION SERVICES, INC,

By: /s/ Clifford Berman

Its: Corporate Secretary

/s/ John Rademacher
John Rademacher

Address of legal counsel, if any to Executive:

Exhibit A

GENERAL RELEASE

I, John Rademacher, in consideration of and subject to the performance by Option Care Infusion Services, Inc., a Delaware corporation (together with its subsidiaries, the "Company"), of its obligations under my employment agreement, effective as of February 23, 2018 (the "Employment Agreement"), do hereby release and forever discharge as of the date hereof the Company, HC Group Holdings I, LLC, a Delaware limited liability company ("Holdings"), and their respective subsidiaries and affiliates and all present and former directors, officers, agents, representatives, employees, successors and assigns of the Company, Holdings and their respective subsidiaries and affiliates and the Company's and Holdings' respective direct or indirect owners (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 4(b) of the Employment Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I shall not receive the payments and benefits specified in Section 4(b) of the Employment Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. Such payments and benefits shall not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates. I also acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company.

2. Except as provided in paragraph 4 below and except for the provisions of the Employment Agreement that expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company, Holdings and their respective subsidiaries (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3 . I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4 . I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Employment Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5 . I agree that I am waiving all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever (including, without limitation, reinstatement, back pay, front pay, attorneys' fees and any form of injunctive relief). Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law (including, without limitation, the right to file an administrative charge or participate in an administrative investigation or proceeding); provided that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding.

6 . In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Employment Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company or any other Released Party, or in the event I should seek to recover against the Company or any other Released Party in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7 . I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any other Released Party or myself of any improper or unlawful conduct.

8 . I agree that I will forfeit all amounts payable by the Company, Holdings and their respective subsidiaries pursuant to the Employment Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or any other Released Parties, I shall pay all costs and expenses of defending against the suit incurred by the Released Parties (including, without limitation, reasonable attorneys' fees, and return all payments received by me pursuant to the Employment Agreement).

9 . I agree that this General Release and the Employment Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Employment Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I shall instruct each of the foregoing not to disclose the same to anyone. Notwithstanding anything herein to the contrary, each of the parties (and each affiliate and person acting on behalf of any such party) agree that each party (and each employee, representative, and other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction contemplated in this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (without limitation) (i) any portion of any materials to the extent not related to the tax treatment or tax structure of this transaction, (ii) the identities of participants or potential participants in this Agreement, (iii) any financial information (except to the extent such information is related to the tax treatment or tax structure of this transaction), or (iv) any other term or detail not relevant to the tax treatment or the tax structure of this transaction.

10. The non-disclosure provisions in this General Release do not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission, the National Association of Securities Dealers, Inc., any other self-regulatory organization or governmental entity.

11 . I affirm my obligations of confidentiality under Section 5 of the Employment Agreement. I agree not to disparage the Company Group or any of their past or present affiliates, investors, officers, managers, directors or employees. I further agree that as of the date hereof, I have returned to the Company and Holdings any and all property, tangible or intangible, relating to their respective subsidiaries' business, which I possessed or had control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data.

12. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims (a) arising out of any breach by the Company or by any Released Party of the Employment Agreement after the date hereof, (b) respecting my rights of indemnification and coverage as an insured under directors and officers liability insurance or pursuant to the limited liability agreement of Holdings, (c) any accrued and vested benefits in accordance with the employee benefits plans in which I am a participant, (d) unpaid expenses subject to reimbursement in accordance with Section 3(b) of the Employment Agreement, (e) pursuant to my rights not to be disparaged under Section 7(c) of the Employment Agreement and (f) respecting my member units in Holdings (or any successor).

13. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Holdings shall be an express third-party beneficiary of this General Release.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(a) I HAVE READ IT CAREFULLY;

(b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(d) I HAVE BEEN ADVISED IN WRITING BY MEANS OF THIS GENERAL RELEASE AGREEMENT TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(e) I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____ __, ____ TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____ __, ____ VERSION OF THIS GENERAL RELEASE ARE NOT MATERIAL AND SHALL NOT RESTART THE REQUIRED 21-DAY PERIOD [or] I HAVE ELECTED TO SIGN THIS RELEASE PRIOR TO THE END OF SUCH 21-DAY PERIOD;

(f) THE CHANGES TO THE EMPLOYMENT AGREEMENT SINCE _____ __, _____ EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST.

(g) I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(h) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY ATTORNEY RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(i) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATE: _____

_____
John Rademacher

Exhibit 10.2

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of October 13, 2015 by and between Walgreens Infusion Services, Inc., an Illinois corporation (the "Company"), and Michael Shapiro ("Executive").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Employment. The Company shall employ Executive, and Executive hereby accepts employment with the Company, upon the terms and conditions set forth in this Agreement for the period beginning on the date hereof and ending as provided in Section 4 (the "Employment Period").

Section 2. Position and Duties.

(a) During the Employment Period, Executive shall serve as the Senior Vice President and Chief Financial Officer of the Company and shall have the normal duties, responsibilities, functions and authority of such position. Executive shall render such administrative, financial and other executive and managerial services to the Company Group that are consistent with Executive's position as the officer to which Executive reports or the Company's board of directors (the "Board"), as applicable, may from time to time direct.

(b) During the Employment Period, Executive shall report to the Chief Executive Officer of the Company and shall devote Executive's best efforts and Executive's full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company Group. Executive shall perform Executive's duties, responsibilities and functions for the Company Group hereunder to the best of Executive's abilities in a diligent, trustworthy, professional and efficient manner and shall comply with the Company's and its subsidiaries' policies and procedures in all material respects. In performing Executive's duties and exercising Executive's authority under this Agreement, Executive shall support and implement the business and strategic plans approved from time to time by the Board and shall support and cooperate with the Company's and its subsidiaries' efforts to expand their businesses and operate profitably and in conformity with the business and strategic plans approved by the Board. During the Employment Period, Executive shall not serve as an officer, manager or director of, or otherwise perform services for compensation for, any other person or entity without the prior written consent of the Board; provided that Executive may serve as an officer, manager or director of, or otherwise participate in, solely charitable, educational, welfare, social, religious and civic organizations so long as such activities do not interfere with Executive's employment with the Company.

Section 3. Compensation and Benefits.

(a) During the Employment Period, Executive's base salary shall be $350,000.00 per annum or such higher rate as the Board may determine from time to time (as adjusted from time to time, the "Base Salary"), which salary shall be payable by the Company in regular installments in accordance with the Company's general payroll practices in effect from time to time, but in no event less frequently than monthly. In addition, during the Employment Period, Executive shall be entitled to participate in all of the Company's employee benefit programs for which senior executive employees of the Company and its subsidiaries are generally eligible.

(b) During the Employment Period, the Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the course of performing Executive's duties and responsibilities under this Agreement which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.

(c) In addition to the Base Salary, Executive shall be eligible to receive an annual cash bonus in an amount equal to 80% of the Base Salary for achievement of target-level performance objectives ("Target Bonus") (with the eligible amount of such bonus being more or less than the Target Bonus in the event of achievement below or above target-performance objectives, in each case as determined by the Board in its discretion). The annual bonus, to the extent earned in a given fiscal year as determined in the sole discretion of the Board, will be paid to Executive within 30 days following the completion of the audit for such fiscal year during the Employment Period based upon Executive's performance and the Company's achievement of financial, operating and other objectives set by the Board and communicated to Executive not later than 90 days after the commencement of the applicable fiscal year.

(d) All amounts payable to Executive as compensation hereunder shall be subject to all required and customary withholding by the Company and its subsidiaries.

Section 4. Term.

(a) The Employment Period shall begin on the date of this Agreement and terminate upon the first to occur of (i) Executive's resignation, (ii) Executive's death or Disability and (iii) the Company's termination of Executive for Cause or without Cause.

(b) If the Employment Period is terminated by the Company without Cause (or by Executive's resignation within 30 days following a Sale of the Company (as defined in the LLC Agreement) in which Executive is not retained in his current or a comparable position at a principal work location located within 75 miles of Executive's principal work location at the time of such Sale of the Company), Executive shall be entitled to receive Executive's Base Salary, accrued unused vacation (in accordance with the Company's vacation plan) and employee benefits through the date of termination and shall not be entitled to any other salary, compensation or benefits from the Company Group thereafter, except as follows:

(i) subject to the terms and conditions of Section 10, Executive shall be entitled to continue to receive a cash amount equal to Executive's Base Salary, payable in regular payroll installments, and to continue to participate in health benefit plans for senior executive employees of the Company to the extent permitted under the terms of such plans and programs and such participation would not result in excise or other similar taxes payable by the Company Group or loss of benefits by the Company Group, for a period of 12 months after the date of such termination (the "Severance Period"). As a result of such termination, Executive shall also be entitled to payment of (x) any unpaid annual bonus earned for any completed fiscal year ("Prior Year Bonus"), which bonus shall be payable at such time as such bonus is otherwise payable pursuant to Section 3(c), and (y) a pro rata bonus for the fiscal year in which such termination occurs in an amount equal to (A) 80% of the Base Salary, multiplied by (B) the ratio of the number of days Executive is employed in such fiscal year to 365 ("Pro Rata Bonus"), which bonus shall be payable in equal installments over the Severance Period on regular payroll dates. The foregoing amounts under this Section 4(b)(i) shall be payable to Executive if and only if Executive has executed and delivered to the Company a general release substantially in form and substance as set forth in Exhibit A attached hereto (the "General Release") and the General Release has become effective and is no longer subject to revocation within sixty (60) days following the date of such termination, and only so long as Executive has not revoked or breached the provisions of the General Release or breached the provisions of Section 5, Section 6 or Section 7 and does not apply for unemployment compensation chargeable to the Company or any subsidiary during the Severance Period, and

(ii) Executive shall not be entitled to any other salary, compensation or benefits after termination of the Employment Period, except as otherwise specifically provided for under the Company's employee benefit plans or as expressly required by applicable law.

(iii) In no event shall Executive be obliged to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under Section 4(b)(i), nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by another employer.

Any amounts payable pursuant to Section 4(b)(i) shall not be paid until the first scheduled payment date following the date the General Release is executed and no longer subject to revocation, with the first such payment being in an amount equal to the total amount to which Executive would otherwise have been entitled during the period following the date of termination if such deferral had not been required; provided, however, that any such amounts that constitute nonqualified deferred compensation within the meaning of Code §409A shall not be paid until the 60th day following such termination to the extent necessary to avoid adverse tax consequences under Code §409A, and, if such payments are required to be so deferred, the first payment shall be in an amount equal to the total amount to which Executive would otherwise have been entitled during the period following the date of termination if such deferral had not been required. Notwithstanding any other provision of this Agreement, if following the termination of the Employment Period, Executive is entitled to payments or other benefits under this Section 4(b), but it is later determined that Executive was terminable for Cause, (i) Executive shall not be entitled to any payments or other benefits pursuant to this Section 4(b), (ii) any and all payments to be made by the Company Group shall cease and (iii) any such payments previously made to Executive shall be returned immediately to the Company by Executive.

(c) If the Employment Period is terminated due to Executive's death, Disability or resignation, or due to Executive's termination for Cause, Executive shall be entitled to receive Executive's Base Salary, accrued and unused vacation (in accordance with the Company's vacation plan), and employee benefits through the date of such termination and Executive shall not be entitled to any other salary, compensation or benefits from the Company Group thereafter, except as otherwise specifically provided for under the Company's employee benefit plans or as expressly required by applicable law; provided, if such termination is due to Executive's death or Disability, Executive shall also be entitled to receive any Prior Year Bonus and a Pro Rata Bonus, in each case as payable at the times provided in Section 4(b)(i).

(d) Except as otherwise expressly provided in this Agreement, all of Executive's rights to salary, bonuses, employee benefits and other compensation hereunder which would have accrued or become payable after the termination of the Employment Period shall cease upon such termination or expiration, other than those expressly required under applicable law (such as COBRA). Nothing contained herein is intended to limit or otherwise restrict the availability of any COBRA benefits to Executive required to be provided pursuant to Section 601 of Title I of the Employee Retirement Income Security Act of 1974 and Section 4980B of the Internal Revenue Code. Except as otherwise provided in Section 10, the Company may offset any undisputed amounts Executive owes the Company Group against any amounts the Company Group owes Executive.

(e) "Cause" shall mean with respect to Executive one or more of the following: (i) the commission of a felony or other crime involving moral turpitude; (ii) the commission of any act or omission involving dishonesty, disloyalty or fraud with respect to the Company Group; (iii) reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace) or other repeated conduct causing the Company Group substantial public disgrace or substantial economic harm; (iv) substantial and repeated failure to perform duties as reasonably directed by the officer to which Executive reports or the Board; (v) any intentional act or omission aiding or abetting a competitor, supplier or customer of the Company Group to the material disadvantage of the Company Group; (vi) breach of fiduciary duty or willful misconduct with respect to the Company Group or (vii) any other material breach of this Agreement; provided, Executive shall be entitled to notice and an opportunity to cure any act or omission (if curable) under clause (vii) which is not cured to the Board's reasonable satisfaction within 30 days after written notice thereof to Executive.

(f) "Company Group" means the Company and its subsidiaries and, for so long as the Company is a subsidiary of Holdings, Holdings and its subsidiaries.

(g) "Disability" shall mean Executive's inability to perform the essential duties, responsibilities and functions of Executive's position with the Company and its subsidiaries for such period as entitles Executive to monthly income replacement benefits under the Company's long-term disability plan in which Executive participates; provided, if there shall not be such a plan in which Executive is a participant, such period shall be for 90 consecutive days or for a total of 180 days during any 12-month period as a result of any mental or physical illness, disability or incapacity even with reasonable accommodations for such illness, disability or incapacity provided by the Company and its subsidiaries or if providing such accommodations would be unreasonable, all as determined by the Board in its reasonable good faith judgment. Executive shall cooperate in all respects with the Company if a question arises as to whether Executive has become disabled (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists selected by the Company and authorizing such medical doctors and other health care specialists to discuss Executive's condition with the Company).

(h) "Holdings" means HC Group Holdings I, LLC, a Delaware limited liability company.

(i) "LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings, dated as of April 7, 2015, among the parties from time to time party thereto, as further amended from time to time pursuant to its terms.

Section 5. Confidential Information.

(a) Executive acknowledges that the information, observations and data (including trade secrets) obtained by Executive while employed by the Company Group both before and after the date of this Agreement concerning the business or affairs of the Company Group ("Confidential Information") are the property of the Company Group. In addition, Executive shall not disclose to any person or entity or use for Executive's own purposes any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company Group ("Third Party Information"), without the prior written consent of the Board except as necessary for Executive to discharge Executive's duties hereunder as determined in Executive's reasonable discretion, unless and to the extent that the Confidential Information or Third Party Information (i) becomes generally known to and available for use by the public other than as a result of Executive's acts or omissions or (ii) is required to be disclosed pursuant to applicable law or a court order or decree (in which case Executive shall give prior written notice to the Company of such disclosure). Executive shall deliver to the Company at the termination or expiration of the Employment Period, or at any other time the Company may reasonably request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts and software and other documents and data (and copies thereof) embodying or relating to Confidential Information, Third Party Information, Work Product or the business of the Company Group which Executive may then possess or have under Executive's control.

(b) In connection with rendering services to the Company Group hereunder, Executive shall be prohibited from using or disclosing any confidential information or trade secrets that Executive learned in connection with any prior employment with the Company or its affiliates at such time and that Executive is prohibited from using or disclosing by law or by contract. If at any time during the Employment Period Executive believes that Executive is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Executive may have to former employers, Executive shall immediately advise the Board so that Executive's duties can be modified appropriately.

Section 6. Intellectual Property, Inventions and Patents. Executive acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to the Company Group's actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Executive (whether alone or jointly with others) while employed by the Company or its predecessor and its subsidiaries, whether before or after the date of this Agreement (collectively referred to as "Work Product"), are the property of the Company or such other member of the Company Group. Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm such ownership (including, without limitation, executing and delivering assignments, consents, powers of attorney and other instruments). Executive acknowledges that all Work Product shall be deemed to constitute "works made for hire" under the U.S. Copyright Act of 1976, as amended.

In accordance with the Illinois Employee Patent Act, Executive is hereby advised that this Section 6 regarding the Company Group's ownership of Work Product does not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company Group was used and which was developed entirely on Executive's own time, unless (i) the invention relates to the business of the Company Group or to any member of the Company Group's actual or demonstrably anticipated research or development or (ii) the invention results from any work performed by Executive for a member of the Company Group.

Section 7. Non-Compete, Non-Solicitation.

(a) As additional consideration for the compensation to be paid to Executive under this Agreement, Executive acknowledges that during the course of Executive's employment with the Company Executive shall have access to and shall become familiar with the Company Group's trade secrets and with other Confidential Information concerning the Company Group and that Executive's services have been and shall continue to be of special, unique and extraordinary value to the Company Group, and therefore, Executive agrees that, during the Employment Period and for 12 months thereafter (the "Non-compete Period"), Executive shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, be employed by, or in any manner engage in, any person, business or entity that engages in the Business or is otherwise competing with the Company Group as such businesses exist or are substantially in process on the date of the termination of the Employment Period, within any geographical area in which a member of the Company Group engages or substantially plans to engage in such businesses. Nothing herein shall prohibit Executive from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as Executive has no active participation in the business of such corporation. For purposes of this Agreement, "Business" shall mean the business carried on by the Company Group from time to time, and which shall include the business of providing (i) infusion therapy to patients in their homes or in an ambulatory infusion suite, (ii) case coordination services for home infusion therapy and (iii) home infusion network management services.

(b) In addition, during the Non-compete Period, Executive shall not directly or indirectly through another person, business or entity (i) induce or attempt to induce any employee of the Company Group to leave the employ of the Company Group, or in any way interfere with the relationship between the Company Group and any employee thereof, (ii) hire any person who was an employee of the Company Group at any time during the Employment Period or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee or other business relation of the Company Group to cease doing business with the Company Group, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company Group.

(c) During the Non-compete Period, Executive shall not make any negative or disparaging statements or communications regarding the Company Group or any of their officers, directors or employees, and no member of the Board or the Holdings board of directors ("Holdings Board") shall make any negative or disparaging statements or communications regarding Executive; provided, however, that nothing in this Section 7(c) shall prevent Executive from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency, or judicial, arbitral or self-regulatory forum, nor prevent the Company Group from assessing Executive's performance and sharing such information with Company Group employees and members of the Board or Holdings Board who have a need to know such information.

(d) If, at the time of enforcement of this Section 7, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or geographical area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. Executive acknowledges that the restrictions contained in this Section 7 are reasonable and that Executive has reviewed the provisions of this Agreement with Executive's legal counsel.

(e) In the event of the breach or a threatened breach by Executive of any of the provisions of this Section 7, the Company Group would suffer irreparable harm, and in addition and supplementary to other rights and remedies existing in its favor, the Company shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). In addition, in the event of a breach or violation by Executive of this Section 7, the Non-compete Period shall be extended automatically by the amount of time between the initial occurrence of the breach or violation and when such breach or violation has been duly cured.

Section 8. Additional Acknowledgments. Executive acknowledges that the provisions of Section 5, Section 6 and Section 7 are in consideration of employment with the Company, other good and valuable consideration as set forth in this Agreement and the grant of equity in Holdings to Executive pursuant to the Unit Award Agreement. Executive also acknowledges that (i) the restrictions contained in Section 5, Section 6 and Section 7 do not preclude Executive from earning a livelihood, nor do they unreasonably impose limitations on Executive's ability to earn a living, (ii) the business of the Company Group will be national in scope and (iii) notwithstanding the jurisdiction of formation or principal office of the Company or residence of any of its executives or employees (including Executive), it is expected that the Company Group will have business activities and have valuable business relationships within its industry throughout the United States. Executive agrees and acknowledges that the potential harm to the Company Group resulting from the non-enforcement of Section 5, Section 6 and Section 7 outweighs any potential harm to Executive of the enforcement of such provisions by injunction or otherwise. Executive acknowledges that Executive has carefully read this Agreement and has given careful consideration to the restraints imposed upon Executive by this Agreement and is in full agreement regarding their necessity for the reasonable and proper protection of the business goodwill, competitive positions and confidential and proprietary information of the Company Group now existing or to be developed in the future and that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

Section 9. Executive's Representations. Executive hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Executive do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound, (ii) Executive is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person, business or entity or any agreement or contract requiring Executive to assign inventions to another party and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Executive, enforceable in accordance with its terms. Executive hereby acknowledges and represents that Executive has consulted with independent legal counsel regarding Executive's rights and obligations under this Agreement and that Executive fully understands the terms and conditions contained herein.

Section 10. Deferred Compensation Matters.

(a) It is the intent of the Company and Executive that the payments and benefits under this Agreement shall comply with or be exempt from Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "Code §409A"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance with or exempt from Code §409A. Executive agrees and acknowledges that the Company and its respective Subsidiaries make no representations with respect to the application of Code §409A and other tax consequences to any payments hereunder and, by entering into this Agreement, Executive agrees to accept the potential application of Code §409A and the other tax consequences of any payments made hereunder.

(b) A termination of the Employment Period shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code §409A, and for purposes of any such provision of this Agreement, references to a "termination", "termination of the Employment Period", "termination of employment" or similar terms shall mean "separation from service."

Notwithstanding anything to the contrary in this Agreement, if Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code §409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code §409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 10(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent any reimbursements or in-kind benefits under this Agreement constitute "non-qualified deferred compensation" for purposes of Code §409A, (i) all such expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive, (ii) any right to such reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit and (iii) no such reimbursement, expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Code §409A, Executive's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days *(e.g.,* "payment shall be made within 30 days following the date of termination"), the actual date of payment within the specified period shall be within the Company's sole discretion. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "non-qualified deferred compensation" for purposes of Code §409A be subject to offset, counterclaim or recoupment by any other amount unless otherwise permitted by Code §409A.

Section 11. Survival. Section 4 through Section 24, inclusive, shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Employment Period.

Section 12. Notices. All notices, demands, or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made (i) when delivered personally to the recipient, (ii) when telecopied to the recipient, or delivered by means of electronic mail (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied/emailed before 5:00 p.m. Chicago, Illinois time on a business day, and otherwise on the next business day, or (iii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands, and other communications shall be sent to the Company at the following address and to Executive at Executive's Address or to the address for Executive set forth from time to time in the Company's books and records (and if Executive has notified the Company that he or she is represented by legal counsel in connection with the transactions contemplated hereby, with a copy (which shall not constitute notice) to such counsel's address as listed by Executive on the signature page hereto), or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

Walgreens Infusion Services, Inc.
1411 Lake Cook Road, MS 321
Deerfield, Illinois 60015
Attention: General Counsel

with copies to (which shall not constitute notice):

Madison Dearborn Partners, LLC
Three First National Plaza
Suite 4600
Chicago, IL 60602
Attention: General Counsel

and

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Sanford E. Perl, P.C.
Mark A. Fennell, P.C.

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

Section 14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 15. Complete Agreement. This Agreement, and any other agreement expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 16. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

Section 17. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

Section 18. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive, the Company and their respective heirs, successors and assigns, except that Executive may not assign Executive's rights or delegate Executive's duties or obligations hereunder without the prior written consent of the Company.

Section 19. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

Section 20. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company (as approved by the Board) and Executive, and except as expressly provided herein, no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement (including, without limitation, the Company's right to terminate the Employment Period for Cause) shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

Section 21. Insurance. The Company may, at its discretion, apply for and procure in its own name and for its own benefit life and/or disability insurance on Executive in any amount or amounts considered advisable. Executive shall cooperate in any medical or other examination, supply any information and execute and deliver any applications or other instruments in writing as may be reasonably necessary to obtain and maintain such insurance. Executive hereby represents that Executive has no reason to believe that Executive's life is not insurable at rates now prevailing for healthy men of Executive's age. The Company will maintain in strictest confidence all information obtained in connection with such medical or other examination and use such information only for the purposes of this Section 21.

Section 22. Withholding Tax Indemnification and Reimbursement of Payments on Behalf of Executive. The Company Group shall be entitled to deduct or withhold from any amounts owing from the Company Group to Executive any federal, state, local or foreign withholding taxes, excise tax or employment taxes ("Taxes") imposed with respect to Executive's compensation or other payments from the Company Group or Executive's ownership interest in the Company Group (including, without limitation, wages, bonuses, dividends, the receipt or exercise of equity options and/or the receipt or vesting of restricted equity). In the event the Company Group does not make such deductions or withholdings, Executive shall indemnify the Company Group for any amounts paid with respect to any such Taxes, together with any interest, penalties and related expenses thereto.

Section 23. Waiver of Jury Trial. As a specifically bargained for inducement for each of the parties hereto to enter into this Agreement (after having the opportunity to consult with legal counsel), the Company and Executive each expressly waives the right to trial by jury in any lawsuit or proceeding relating to or arising in any way from this Agreement or the matters contemplated hereby.

Section 24. Executive's Cooperation. During the Employment Period and thereafter, Executive shall cooperate with the Company Group in any internal investigation, any administrative, regulatory or judicial investigation or proceeding or any dispute with a third party as reasonably requested by the Company (including, without limitation, Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company all relevant documents which are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments). In the event the Company requires Executive's cooperation in accordance with this Section 24, the Company shall reimburse Executive solely for reasonable travel expenses (including lodging and meals) upon submission of receipts.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

WALGREENS INFUSION SERVICES, INC.

By: /s/ Paul Mastrapa

Its: President & CEO

/s/ Michael Shapiro
Michael Shapiro

Address of legal counsel, if any to Executive:

Exhibit A

GENERAL RELEASE

I, Michael Shapiro, in consideration of and subject to the performance by Walgreens Infusion Services, Inc., an Illinois corporation (together with its subsidiaries, the "Company"), of its obligations under my employment agreement, dated as of October 13, 2015 (the "Employment Agreement"), do hereby release and forever discharge as of the date hereof the Company, HC Group Holdings I, LLC, a Delaware limited liability company ("Holdings"), and their respective subsidiaries and affiliates and all present and former directors, officers, agents, representatives, employees, successors and assigns of the Company, Holdings and their respective subsidiaries and affiliates and the Company's and Holdings' respective direct or indirect owners (collectively, the " Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 4(b) of the Employment Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I shall not receive the payments and benefits specified in Section 4(b) of the Employment Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. Such payments and benefits shall not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates. I also acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company.

2. Except as provided in paragraph 4 below and except for the provisions of the Employment Agreement that expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company, Holdings and their respective subsidiaries (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Employment Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I am waiving all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever (including, without limitation, reinstatement, back pay, front pay, attorneys' fees and any form of injunctive relief). Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law (including, without limitation, the right to file an administrative charge or participate in an administrative investigation or proceeding); provided that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Employment Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company or any other Released Party, or in the event I should seek to recover against the Company or any other Released Party in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any other Released Party or myself of any improper or unlawful conduct.

8. I agree that I will forfeit all amounts payable by the Company, Holdings and their respective subsidiaries pursuant to the Employment Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or any other Released Parties, I shall pay all costs and expenses of defending against the suit incurred by the Released Parties (including, without limitation, reasonable attorneys' fees, and return all payments received by me pursuant to the Employment Agreement).

9. I agree that this General Release and the Employment Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Employment Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I shall instruct each of the foregoing not to disclose the same to anyone. Notwithstanding anything herein to the contrary, each of the parties (and each affiliate and person acting on behalf of any such party) agree that each party (and each employee, representative, and other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction contemplated in this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (without limitation) (i) any portion of any materials to the extent not related to the tax treatment or tax structure of this transaction, (ii) the identities of participants or potential participants in this Agreement, (iii) any financial information (except to the extent such information is related to the tax treatment or tax structure of this transaction), or (iv) any other term or detail not relevant to the tax treatment or the tax structure of this transaction.

10. The non-disclosure provisions in this General Release do not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission, the National Association of Securities Dealers, Inc., any other self-regulatory organization or governmental entity.

11. I affirm my obligations of confidentiality under Section 5 of the Employment Agreement. I agree not to disparage the Company Group or any of their past or present affiliates, investors, officers, managers, directors or employees. I further agree that as of the date hereof, I have returned to the Company and Holdings any and all property, tangible or intangible, relating to their respective subsidiaries' business, which I possessed or had control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data.

12. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims (a) arising out of any breach by the Company or by any Released Party of the Employment Agreement after the date hereof, (b) respecting my rights of indemnification and coverage as an insured under directors and officers liability insurance or pursuant to the limited liability agreement of Holdings, (c) any accrued and vested benefits in accordance with the employee benefits plans in which I am a participant, (d) unpaid expenses subject to reimbursement in accordance with Section 3(b) of the Employment Agreement, (e) pursuant to my rights not to be disparaged under Section 7(c) of the Employment Agreement and (f) respecting my member units in Holdings (or any successor).

13. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Holdings shall be an express third-party beneficiary of this General Release.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(a) I HAVE READ IT CAREFULLY;

(b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(d) I HAVE BEEN ADVISED IN WRITING BY MEANS OF THIS GENERAL RELEASE AGREEMENT TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(e) I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____ __, _____ TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____ __, _____ VERSION OF THIS GENERAL RELEASE ARE NOT MATERIAL AND SHALL NOT RESTART THE REQUIRED 21-DAY PERIOD **[or]** I HAVE ELECTED TO SIGN THIS RELEASE PRIOR TO THE END OF SUCH 21-DAY PERIOD;

(f) THE CHANGES TO THE EMPLOYMENT AGREEMENT SINCE _____ __, _____ EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST.

(g) I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(h) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY ATTORNEY RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(i) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATE: _____

_____
Michael Shapiro

Exhibit 10.3

Option Care
3000 Lakeside Drive
Bannockburn, IL 60015
Suite 300N
Optioncare.com

June 3, 2019

Harriet Booker
1600 Broadway
Suite 700
Denver, CO 80202

Dear Harriet,

We are pleased to offer you the position of **Chief Operating Officer** at Option Care Enterprises, under the management of John Rademacher, the Chief Executive Officer, following the closing of the combination of Option Care Enterprises and BioScrip (the "Merger"). This offer is conditioned upon the Merger and you would start in this position effective upon the completion of the Merger. Below are the terms of our offer:

Base Salary: Your salary will be **$475,000** less all applicable tax withholdings and benefit deductions.

Annual Bonus Target: Your annual incentive opportunity for the portion of the 2019 plan year prior to the Merger will be paid pursuant to the merger agreement. Beginning with the portion of the 2019 fiscal year following the Merger, you will be eligible for an annual bonus target of 80% of base salary (**$380,000**), prorated based on your official start date, and on the same criteria as other senior executives of Option Care. These terms will be evaluated and determined by the Compensation Committee after the Merger.

Equity Awards: Assuming the merger between Option Care and BioScrip is finalized, at the first Compensation Committee Meeting after the close of the transaction, you will be awarded a Long-Term Incentive (LTI) equity grant consisting of time-vesting Restricted Stock Units with respect to number of shares of common stock of BioScrip Inc. having a value of **$375,000** at the time of grant (the "Sign-on Award"). Your Sign-on Award will fully vest on the first anniversary of the Merger, subject to continued employment through such date or earlier termination of your employment by Option Care without Cause, your resignation with Good Reason, or following your death or Disability (each as defined in the long-term incentive plan documents). If you voluntarily resign from the Company without Good Reason prior to the one-year anniversary of the deal closing or are terminated for Cause, the RSUs would be forfeited.

Going forward, the Compensation Committee will evaluate the appropriate LTI awards and terms to align and integrate the combined business and incent the Executive Team, and therefore, at this time, there is no guarantee of minimum future grant size, incentive components or vesting terms provided, however, that to the extent any such going-forward equity or equity-based awards are granted to the Executive Team, you shall participate at the time or times, in the amounts and/or at levels, and under terms and conditions, in each case substantially commensurate with those provided to such other members of the Executive Team.

Existing Equity Awards: At the time of the transaction closing, and consistent with your existing BioScrip offer letter, all options, RSUs and PRSUs you currently hold will vest at target and be settled in accordance with their terms and the terms of your offer letter dated November 20, 2017 (the "Offer Letter"), including your PRSUs granted to you on October 12, 2018 (if the Merger is completed prior to October 12, 2019). The PSUs granted to you on November 28, 2017 will vest if the applicable stock-price-vesting targets are satisfied based on the price per share in the Merger or otherwise be forfeited in accordance with their terms.

Change in Control and "Good Reason" Severance Protections: You will receive a cash Retention Bonus equal to $747,000 on the first anniversary of the Merger if you are employed on such date, or experience an involuntary termination (i.e., termination by Option Care without Cause, resignation with Good Reason, death/disability). In the event of an involuntary termination, the Retention Bonus will be paid out in full within 30 days of the involuntary termination. The Retention Bonus will be forfeited if you voluntarily resign from employment other than with Good Reason. Notwithstanding the forgoing, in the event of a change in control (for the purposes of the equity incentive plan of the Company) prior to the first anniversary of the Merger, the Retention Bonus will be paid out in full within 30 days of the change of control. Eligibility to receive the Retention Bonus is expressly conditioned upon your waiver of any right to receive severance payments or benefits under the Offer Letter and the Severance Agreement attached thereto (as modified from time to time, including the addendum on November 28, 2017).

Additionally, upon your termination of employment by the Company without Cause, but not due to death or Disability, at any time following the first anniversary of the Merger, subject to your execution and non-revocation of the Company's standard release of claims within forty-five (45) days of such termination, you will be entitled to the sum of (a) your annual base salary, plus (b) a pro rata bonus for the fiscal year in which such termination occurs, which sum shall be payable in accordance with the normal payroll process, until 12 months from the date of such termination, and (c) should you choose to elect COBRA coverage for any Company Group Health Plan coverage you have with the Company at the time of termination, the Company will subsidize a portion of your medical premium for twelve (12) months, in order to continue healthcare coverage at active employee rates, provided you make timely premium payments and maintain your coverage.

"Good Reason" shall mean a resignation of your employment with Option Care following (a) a reduction in base salary, (b) material diminution in duties, responsibilities, or authorities (excluding merger integration related responsibilities that will diminish once the merger integration is materially completed), (c) a change in title from the Chief Operations Officer title, (d) a requirement to change primary work location outside of Denver, or (e) no longer reporting to the CEO, provided that you give notice to Option Care of your resignation with Good Reason within 30 days of any such event, Option Care fails to cure such events within 10 days of such notice, and your resignation is effective immediately upon such failure to cure.

"Cause" shall mean any of the following: (a) your gross negligence, insubordination, or intentional misconduct in connection with the performance of your job duties, (b) your conviction of, or plea of guilty or *nolo contendere* to, any felony or crime involving moral turpitude, (c) your violation of Option Care's substance abuse policy, (d) your breach of any material provision of this or any other agreement between you and Option Care (or prior to the merger with BioScrip), which breach is not cured within 30 days following written notice of the breach by the Company, or (e) your intentional or willful violation of any rule or regulation of any government agency, or self-regulatory body, applicable to Option Care's business. For the avoidance of doubt, this definition of "Cause" will not apply to any other post-Merger equity or other compensation arrangements entered into or offered by Option Care.

"Disability" shall have the meaning set forth in the Company's then-current long-term disability benefit program.

Employee Benefits: You will continue to be eligible to participate in such Company employee benefit plans and policies, and to receive such other fringe benefits, as the Company may in its discretion make available to its employees generally, subject to all present and future terms and conditions of such benefit plans and other fringe benefits. These plans and benefits may change at any time, for any reason, with or without notice, by the Company.

Section 409A: The intent of the parties is that payments and benefits under this offer letter comply with, or be exempt from, Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this offer letter shall be interpreted to be in compliance therewith. Each payment under this letter shall be treated as a separate payment for purposes of Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit that constitutes "nonqualified deferred compensation" upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this offer letter, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if on the date of termination you are deemed to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service", and (B) the date of your death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Agreement (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum, and all remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

This offer is not a contract of employment, but merely an explanation of the offer. Employment at Option Care Enterprises is at will, for no definite term, and is subject to Option Care's policies, which can be changed from time to time.

If you would like to accept this offer of employment, please sign your name on the line below, fill in the date, and return the signed letter via email. Your signature will acknowledge that you have read, understood and agreed to the terms and conditions of this offer letter.

Harriet, we believe you will make a significant contribution to the newly combined organization and help to make the new company an exciting and dynamic place to work.

We look forward to the opportunity to welcome you to Executive Leadership Team.

Sincerely,

/s/ Mike Rude
Mike Rude
Senior Vice President & Chief Human Resources Officer
mike.rude@optioncare.com

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

Name: /s/ Harriet Booker Date: June 3, 2019

Exhibit 99.1

HC Group Holdings II, Inc.

Quarterly Report for the Quarterly Period Ended June 30, 2019

HC GROUP HOLDINGS II, INC.

TABLE OF CONTENTS

HC GROUP HOLDINGS II, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARES AND PER SHARE AMOUNTS)

	(unaudited) June 30, 2019	(audited) December 31, 2018
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 46,855	$ 36,391
Accounts receivable, less allowance of $60,362 and $60,361, respectively	284,119	310,169
Inventories	75,019	83,340
Prepaid expenses and other current assets	30,068	37,525
Total current assets	436,061	467,425
NONCURRENT ASSETS:		
Property and equipment, net	87,510	93,142
Intangible assets, net	209,921	219,713
Goodwill	639,011	639,011
Other noncurrent assets	16,566	15,462
Total noncurrent assets	953,008	967,328
TOTAL ASSETS	**$ 1,389,069**	**$ 1,434,753**
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 169,194	$ 187,886
Amounts due to plan sponsors	12,847	12,189
Accrued compensation and employee benefits	17,557	24,895
Accrued expenses and other current liabilities	16,229	10,877
Long term debt - current portion	4,150	4,150
Total current liabilities	219,977	239,997
NONCURRENT LIABILITIES:		
Long term debt, net of discount and deferred financing costs	534,784	535,225
Deferred income taxes	25,569	33,481
Other noncurrent liabilities	24,593	23,225
Total noncurrent liabilities	584,946	591,931
Total liabilities	804,923	831,928
SHAREHOLDER'S EQUITY:		
Common stock, $0.01 par value;		
1,000 shares authorized, issued, and outstanding	-	-
Paid-in capital	618,417	619,635
Management notes receivable	(1,287)	(1,619)
Accumulated deficit	(33,350)	(16,035)
Accumulated other comprehensive income	366	844
Total shareholder's equity	584,146	602,825
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	**$ 1,389,069**	**$ 1,434,753**

The notes to unaudited condensed consolidated financial statements are an integral part of these statements.

HC GROUP HOLDINGS II, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(IN THOUSANDS)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	**2018**	**2019**	**2018**
NET REVENUE	$ 512,584	$ 496,930	$ 1,005,592	$ 971,858
COST OF REVENUE	395,876	378,216	774,174	737,163
GROSS PROFIT	116,708	118,714	231,418	234,695
OPERATING COSTS AND EXPENSES:				
Selling, general and administrative expenses	99,245	82,859	182,036	172,385
Provision for doubtful accounts	15,318	17,440	31,830	31,725
Depreciation and amortization expense	10,150	9,518	20,119	18,623
Total operating expenses	124,713	109,817	233,985	222,733
OPERATING (LOSS) INCOME	(8,005)	8,897	(2,567)	11,962
OTHER INCOME (EXPENSE):				
Interest expense	(11,563)	(12,007)	(22,608)	(23,288)
Equity in earnings of joint ventures	643	211	1,192	355
Other, net	(101)	(2,230)	(177)	(2,309)
Total other expense	(11,021)	(14,026)	(21,593)	(25,242)
LOSS BEFORE INCOME TAXES	(19,026)	(5,129)	(24,160)	(13,280)
INCOME TAX BENEFIT	(5,423)	(820)	(6,845)	(2,120)
NET LOSS	**$ (13,603)**	**$ (4,309)**	**$ (17,315)**	**$ (11,160)**
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:				
Change in unrealized gains on cash flow hedges, net of income taxes of ($15), ($141), $227 and ($496), respectively	27	418	(478)	1,448
OTHER COMPREHENSIVE INCOME (LOSS)	27	418	(478)	1,448
NET COMPREHENSIVE LOSS	**$ (13,576)**	**$ (3,891)**	**$ (17,793)**	**$ (9,712)**

The notes to unaudited condensed consolidated financial statements are an integral part of these statements.

HC GROUP HOLDINGS II, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)

	Six Months Ended June 30,	
	2019	**2018**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (17,315)	$ (11,160)
Adjustments to reconcile net loss to net cash provided by (used in) operations:		
Depreciation and amortization expense	21,591	20,144
Deferred income taxes - net	(7,912)	(2,212)
Loss on sale of assets	726	350
Gain on business casualty loss	(626)	-
Loss on extinguishment of debt	-	72
Amortization of deferred financing costs	1,635	1,502
Equity in earnings of joint ventures	(1,192)	(355)
Stock-based incentive compensation expense	1,153	1,106
Interest on management notes receivable	(39)	(37)
Changes in operating assets and liabilities:		
Accounts receivable, net	26,050	(41,740)
Inventories	8,321	7,696
Prepaid expenses and other current assets	6,979	(2,110)
Accounts payable	(18,692)	22,799
Amounts due to plan sponsors	658	2,771
Accrued compensation and employee benefits	(7,338)	(3,670)
Accrued expenses and other current liabilities	6,951	3,613
Other noncurrent assets and liabilities	1,456	(201)
Net cash provided by (used in) operating activities	22,406	(1,432)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of property and equipment	(8,502)	(13,060)
Insurance proceeds from business casualty loss	626	-
Proceeds from sale of assets	10	-
Net cash used in investing activities	(7,866)	(13,060)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Redemptions to related parties	(2,000)	-
Proceeds from debt	-	1,000
Repayments of debt	(2,076)	(3,074)
Net cash used in financing activities	(4,076)	(2,074)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	10,464	(16,566)
Cash and cash equivalents - beginning of the period	36,391	53,116
CASH AND CASH EQUIVALENTS - END OF PERIOD	$ 46,855	$ 36,550
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 15,156	$ 21,783
Cash paid for income taxes	$ 1,060	$ 792

The notes to unaudited condensed consolidated financial statements are an integral part of these statements.

HC GROUP HOLDINGS II, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDER'S EQUITY
(IN THOUSANDS)

	Common Stock	Paid-In Capital	Management Notes Receivable	Accumulated Deficit	Accumulated Other Comprehensive Income	Shareholder's Equity
Balance - December 31, 2017	$ -	$ 617,071	$ (1,116)	$ (9,920)	$ 70	$ 606,105
Shareholder's contribution	-	425	(425)	-	-	-
Interest on management notes receivable	-	-	(17)	-	-	(17)
Stock-based incentive compensation	-	438	-	-	-	438
Net loss	-	-	-	(6,851)	-	(6,851)
Other comprehensive income	-	-	-	-	1,030	1,030
Balance - March 31, 2018	$ -	$ 617,934	$ (1,558)	$ (16,771)	$ 1,100	$ 600,705
Interest on management notes receivable	-	-	(20)	-	-	(20)
Stock-based incentive compensation	-	668	-	-	-	668
Net loss	-	-	-	(4,309)	-	(4,309)
Other comprehensive income	-	-	-	-	418	418
Balance - June 30, 2018	$ -	$ 618,602	$ (1,578)	$ (21,080)	$ 1,518	$ 597,462
Balance - December 31, 2018	$ -	$ 619,635	$ (1,619)	$ (16,035)	$ 844	$ 602,825
Interest on management notes receivable	-	-	(21)	-	-	(21)
Shareholder's redemptions	-	(2,000)	-	-	-	(2,000)
Stock-based incentive compensation	-	584	-	-	-	584
Net loss	-	-	-	(3,712)	-	(3,712)
Other comprehensive loss	-	-	-	-	(505)	(505)
Balance - March 31, 2019	$ -	$ 618,219	$ (1,640)	$ (19,747)	$ 339	$ 597,171
Interest on management notes receivable	-	-	(18)	-	-	(18)
Shareholder's redemptions	-	(371)	371	-	-	-
Stock-based incentive compensation	-	569	-	-	-	569
Net loss	-	-	-	(13,603)	-	(13,603)
Other comprehensive income	-	-	-	-	27	27
Balance - June 30, 2019	$ -	$ 618,417	$ (1,287)	$ (33,350)	$ 366	$ 584,146

The notes to unaudited condensed consolidated financial statements are an integral part of these statements.

1. BASIS OF PRESENTATION

HC Group Holdings II, Inc. ("HC II") was incorporated under the laws of the State of Delaware on January 7, 2015, with its sole shareholder being HC Group Holdings I, LLC. ("HC I" or the "Shareholder"). On April 7, 2015, HC I and HC II collectively acquired Walgreens Infusion Services, Inc. and its subsidiaries from Walgreen Co. (the "Predecessor Shareholder"), and the business was rebranded as Option Care ("Option Care" or the "Company"). Option Care is a wholly-owned group of operating subsidiaries of HC II and provides infusion therapy and other ancillary health care services through a national network of 73 locations. The Company contracts with managed care organizations, third-party payers, hospitals, physicians, and other referral sources to provide pharmaceuticals and complex compounded solutions to patients for intravenous delivery in the patients' homes or other nonhospital settings.

On March 14, 2019, HC I and HC II entered into a definitive merger agreement with BioScrip, Inc. ("BioScrip"), a national provider of infusion and home care management solutions. Under the terms of the merger agreement, BioScrip will issue new shares of its common stock to HC I in a non-taxable exchange, which will result in BioScrip's shareholders holding approximately 20.5% of the combined company and HC I holding approximately 79.5% of the combined company. HC I has secured committed financing, the proceeds of which will be used to retire HC II's first lien term loan and second lien term loan, as well as all outstanding debt of BioScrip at the close of the transaction. Following the close of the transaction, the combined company stock will continue to be listed on the Nasdaq Global Select Market. See Note 10, *Subsequent Events*, for further discussion on the closing of the transaction.

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") in the United States and contain all adjustments, including normal recurring adjustments, necessary to present fairly the Company's financial position, results of operations and cash flows for interim financial reporting. The results of operations for the interim periods presented are not necessarily indicative of the results of operations for the entire year. These unaudited condensed consolidated financial statements do not include all of the information and footnotes required by GAAP for complete financial statements and should be read in conjunction with the 2018 audited consolidated financial statements, including the notes thereto.

The Company's unaudited condensed consolidated financial statements include the accounts of HC Group Holdings II, Inc. and its subsidiaries. All intercompany transactions and balances are eliminated in consolidation.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Concentrations of Business Risk—The Company generates revenue from managed care contracts and other agreements with commercial third-party payers. Revenue related to the Company's largest payer was approximately 18% and 21% for the three and six months ended June 30, 2019, respectively. Revenue related to the Company's largest payer was approximately 18% and 17% for the three and six months ended June 30, 2018, respectively.

For the three and six months ended June 30, 2019, approximately 13% of the Company's revenue was reimbursable through governmental programs, such as Medicare and Medicaid. For the three and six months ended June 30, 2018, approximately 12% of the Company's revenue was reimbursable through governmental programs, such as Medicare and Medicaid. As of June 30, 2019 and December 31, 2018, respectively, approximately 12% and 13%, respectively, of the Company's accounts receivable was related to these programs. Governmental programs pay for services based on fee schedules and rates that are determined by the related governmental agency. Laws and regulations pertaining to government programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change in the near term.

The Company does not require its patients nor other payers to carry collateral for any amounts owed for goods or services provided. Other than as discussed above, concentration of credit risk relating to trade accounts receivable is limited due to the Company's diversity of patients and payers. Further, the Company generally does not provide charity care.

For the three and six months ended June 30, 2019, approximately 73% and 74%, respectively, of the Company's pharmaceutical and medical supply purchases are from three vendors. For the three and six months ended June 30, 2018, approximately 66% and 67%, respectively, of the Company's pharmaceutical and medical supply purchases are from two vendors. Although there are a limited number of suppliers, the Company believes that other vendors could provide similar products on comparable terms. However, a change in suppliers could cause delays in service delivery and possible losses in revenue, which could adversely affect the Company's financial condition or operating results.

Recent Accounting Pronouncements—In February 2016, the FASB issued ASU No. 2016-02, *Leases*, intended to improve financial reporting about leasing transactions. The new guidance will require entities that lease assets to recognize on their balance sheets the assets and liabilities for the rights and obligations created by those leases and to disclose key information about the leasing arrangements. ASU 2016-02 is effective for interim and annual periods beginning after December 15, 2018 for public entities and certain not-for-profits and for annual periods beginning after December 15, 2019 for non-public entities. Early adoption is permitted. The guidance permits lessees and lessors to recognize and measure leases using a modified retrospective approach or under a prospective approach. The Company is currently evaluating the effect this guidance will have on its consolidated financial statements and related disclosures.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. The ASU requires that an entity recognizes revenue to depict the transfer of promised goods or services to a customer in an amount that reflects the consideration to which the Company expects to be entitled in exchange for these goods or services. ASU 2014-09 is effective for interim and annual reporting periods beginning after December 15, 2017 for public entities and certain not-for-profits and for annual periods beginning after December 15, 2018 for non-public entities. Early adoption is permitted as of the original effective date, which was interim and annual reporting periods beginning after December 15, 2016 for public entities and certain not-for-profits and for annual periods beginning after December 15, 2017 for non-public entities. The guidance permits the use of either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients or (ii) a retrospective approach with the cumulative effect upon initial adoption recognized at the date of adoption. Adoption of this pronouncement will result in changes to the presentation of the financial information within the consolidated statements of comprehensive loss as well as expanded disclosures within the notes to the financial statements. The primary change to the consolidated statements of comprehensive loss will be to the presentation for bad debts, which relate to self-pay patients and amounts due from patients with insurance for co-pays and deductibles. Under the new standards, these amounts will be a direct reduction from net revenues.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

3. PROPERTY AND EQUIPMENT

Property and equipment was as follows as of June 30, 2019 and December 31, 2018:

	June 30, 2019	December 31, 2018
Infusion pumps	$ 20,110	$ 20,339
Equipment, furniture, and other	35,856	34,433
Leasehold improvements	65,372	61,302
Computer software, purchased and internally developed	32,625	29,668
Assets under development	2,782	5,447
	156,745	151,189
Less accumulated depreciation	69,235	58,047
Property and equipment, net	$ 87,510	$ 93,142

4. GOODWILL AND OTHER INTANGIBLE ASSETS

There was no change in the carrying amount of goodwill for the three and six months ended June 30, 2019. There was no change in the carrying amount of goodwill for the three and six months ended June 30, 2018.

The carrying amount and accumulated amortization of intangible assets consists of the following as of June 30, 2019 and December 31, 2018:

	June 30, 2019	December 31, 2018
Gross intangible assets:		
Referral sources	$ 257,792	$ 257,792
Trademarks/names	32,000	32,000
Other amortizable intangible assets	4,151	4,151
Total gross intangible assets	293,943	293,943
Accumulated Amortization:		
Referral sources	(71,947)	(63,353)
Trademarks/names	(9,067)	(8,000)
Other amortizable intangible assets	(3,008)	(2,877)
Total accumulated amortization	(84,022)	(74,230)
Total intangible assets, net	$ 209,921	$ 219,713

Amortization expense for intangible assets was $4,896 and $9,792 for the three and six months ended June 30, 2019, respectively. Amortization expense for intangible assets was $4,891 and $9,781 for the three and six months ended June 30, 2018, respectively.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

5. EQUITY METHOD INVESTMENTS

The Company's investments in its equity method investees totaled $15,806 and $14,614 as of June 30, 2019 and December 31, 2018, respectively, and are included in other noncurrent assets in the accompanying condensed consolidated balance sheets. For the three and six months ended June 30, 2019, the Company's proportionate share of earnings in its equity method investees was $643 and $1,192, respectively. For the three and six months ended June 30, 2018, the Company's proportionate share of earnings in its equity method investees was $211 and $355, respectively. The Company's proportionate share of earnings in its equity method investees is recorded in equity in earnings of joint ventures in the accompanying unaudited condensed consolidated statements of comprehensive loss.

Legacy Health Systems—The Company's 50% ownership interest in this limited liability company, which provides infusion pharmacy services, expands the Company's presence in the Portland, Oregon, market. In 2005, the Company's initial cash investment in this joint venture was $1,300. The following presents condensed financial information as of June 30, 2019 and December 31, 2018 and for the three and six months ended June 30, 2019 and 2018:

Condensed statements of income data:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Net revenues	$ 4,789	$ 5,315	$ 9,396	$ 10,156
Cost of net revenues	3,432	3,836	6,799	7,278
Gross profit	1,357	1,479	2,597	2,878
Net income	257	512	507	822
Equity in net income	129	256	254	411

Condensed balance sheet data:

	As of	
	June 30, 2019	December 31, 2018
Current assets	$ 6,476	$ 5,666
Noncurrent assets	3,117	3,403
Current liabilities	124	119
Noncurrent liabilities	20	8

Vanderbilt Home Care—The Company's 50% ownership interest in this limited liability company, which provides infusion pharmacy services, expands the Company's presence in the Nashville, Tennessee, market. In 2009, the Company contributed both cash and certain operating assets into the joint venture for a total initial investment of $1,088. The following presents condensed financial information as of June 30, 2019 and December 31, 2018 and for the three and six months ended June 30, 2019 and 2018:

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Condensed statements of income (loss) data:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Net revenues	$ 9,925	$ 7,667	$ 19,163	$ 14,396
Cost of net revenues	7,468	5,873	14,517	11,226
Gross profit	2,457	1,794	4,646	3,170
Net income (loss)	1,028	(90)	1,876	(112)
Equity in net income (loss)	514	(45)	938	(56)

Condensed balance sheet data:

	As of	
	June 30, 2019	December 31, 2018
Current assets	$ 8,469	$ 6,517
Noncurrent assets	856	1,008
Current liabilities	117	192
Noncurrent liabilities	66	68

6. FAIR VALUE MEASUREMENTS

Fair value measurements are determined by maximizing the use of observable inputs and minimizing the use of unobservable inputs. The hierarchy places the highest priority on unadjusted quoted market prices in active markets for identical assets or liabilities (Level 1 measurements) and gives the lowest priority to unobservable inputs (Level 3 measurements). The categories within the valuation hierarchy are described as follows:

- Level 1 – Inputs to the fair value measurement are quoted prices in active markets for identical assets or liabilities.
- Level 2 – Inputs to the fair value measurement include quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly.
- Level 3 – Inputs to the fair value measurement are unobservable inputs or valuation techniques.

While the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Interest rate caps: The fair values of interest rate caps are derived from the interest rates prevalent in the market and future expectations of those interest rates (Level 2 inputs). The Company determines the fair value of the investments based on quoted prices from third party brokers. In April 2019, the Company terminated its interest rate caps and received cash proceeds of $1,730, net of early termination fees. The total investment in interest rate caps as Level 2 assets was $0 and $2,627 as of June 30, 2019 and December 31, 2018, respectively. There were no other assets or liabilities measured at fair value at June 30, 2019 or December 31, 2018.

7. DERIVATIVE INSTRUMENTS

The Company uses derivative financial instruments for hedging and non-trading purposes to limit the Company's exposure to increases in interest rates related to its variable interest rate debt. Use of derivative financial instruments in hedging programs subjects the Company to certain risks, such as market and credit risks. Market risk represents the possibility that the value of the derivative financial instrument will change. In a hedging relationship, the change in the value of the derivative financial instrument is offset to a great extent by the change in the value of the underlying hedged item. Credit risk related to a derivative financial instrument represents the possibility that the counterparty will not fulfill the terms of the contract. The notional, or contractual, amount of the Company's derivative financial instruments is used to measure interest to be paid or received and does not represent the Company's exposure due to credit risk. Credit risk is monitored through established approval procedures, including reviewing credit ratings when appropriate.

During the year ended December 31, 2017, the Company entered into interest rate caps that reduce the risk of increased interest payments due to interest rates rising. The Company's hedges offset the risk of rising interest rates through 2020 on the first $250,000 of the first lien term loan debt. The interest rate caps perfectly offset the terms of the interest rates associated with the variable interest rate debt. The Company entered into the interest rate caps for a notional value of $1,900, classified as a cash flow hedge. In April 2019, the Company terminated its interest rate caps and received cash proceeds of $1,730, net of early termination fees. At June 30, 2019 and December 31, 2018, respectively, the total derivative asset accounted for as hedging instruments under ASC 815-20 was $0 and $2,627, and is recorded as a component of prepaid expenses and other current assets in the condensed consolidated balance sheets.

The gain and loss associated with the changes in the fair value of the hedging instrument is recorded into other comprehensive income. The effective portion of the hedge and the periodic amortization of the initiation costs associated with the hedging relationship are recognized through net income. In accordance with ASU 2017-12, *Targeted Improvements to Accounting for Hedges,* the Company has determined that the hedges are perfectly effective. In conjunction with the sale of the interest rate caps, the Company discontinued the hedge accounting associated with the interest rate caps. The amount remaining in accumulated other comprehensive income at the time of the sale was $339 and will be reclassified as interest expense over the remaining life of the first lien term loan debt. During the three and six months ended June 30, 2019, respectively, total gains (losses) recorded in other comprehensive income related to cash flow hedges were $89 and ($842) related to the interest rate contracts. During the three and six months ended June 30, 2018, respectively, total gains recorded in other comprehensive income related to cash flow hedges were $511 and $1,876 related to the interest rate contracts. During the three and six months ended June 30, 2019, expenses reclassified from accumulated other comprehensive income related to the interest rate contracts were $103 and $286, respectively. During the three and six months ended June 30, 2018, expenses reclassified from accumulated other comprehensive income related to the interest rate contracts were $49 and $68, respectively.

8. RELATED-PARTY TRANSACTIONS

Management Equity Ownership Plan— Beginning in October 2015, HC I implemented an equity ownership and incentive plan for certain officers and employees of the Company. The officers were able to purchase membership units in HC I, and could fund a portion of the purchase with a loan from the Company. These loans were treated as a shareholder contribution in the Company. The loans bear interest at 5.25% per annum. For the three months ended June 30, 2019 and 2018, $0 and $0, respectively, were credited to paid-in capital related to HC I membership units purchased with a loan from the Company. For the six months ended June 30, 2019 and 2018, $0 and $425, respectively, was credited to paid-in capital related to HC I membership units purchased with a loan from the Company. During the three months ended June 30, 2019, shareholder redemptions totaled $371 for notes redeemed by the officers, and this was treated as a shareholder redemption, reducing paid-in capital. There were no shareholder redemptions during the three months ended June 30, 2018. During the six months ended June 30, 2019, shareholder redemptions totaled $2,371, comprised of a cash distribution to HC I of $2,000 and notes redeemed of $371. There were no shareholder redemptions during the six months ended June 30, 2018. Notes receivable from management of $1,287 and $1,619 remain outstanding as of June 30, 2019 and December 31, 2018, respectively. The notes receivable from management and associated interest receivable are recorded in management notes receivable as a reduction to equity on the Company's condensed consolidated balance sheets at June 30, 2019 and December 31, 2018.

Transactions with Equity Method Investees—The Company provides management services to its joint ventures under long-term management services agreements. The management services provided under these agreements include such services as accounting, invoicing and collections in addition to day-to-day managerial support of the operations of the businesses. The Company recorded management fee income of $626 and $1,209 for the three and six months ended June 30, 2019, respectively. The Company recorded management fee income of $565 and $1,076 for the three and six months ended June 30, 2018, respectively. Management fees are recorded in net revenues in the accompanying unaudited condensed consolidated statements of comprehensive loss.

The Company had additional amounts due to its joint ventures of $3,278 as of June 30, 2019. The Company also had additional amounts due to its joint ventures of $908 and additional amounts due from its joint ventures of $89 as of December 31, 2018. These payables were included in accrued expenses and other current liabilities in the accompanying condensed consolidated balance sheets and these receivables were included in prepaid expenses and other current assets in the accompanying condensed consolidated balance sheets. These balances primarily relate to cash collections received by the Company on behalf of the joint ventures, offset by certain pharmaceutical inventories purchased by the Company on behalf of the joint ventures.

9. INCOME TAXES

During the three and six months ended June 30, 2019, the Company recorded a tax benefit of $5,423 and $6,845, respectively, which represents an effective tax rate of 29% and 28%, respectively. During the three and six months ended June 30, 2018, the Company recorded a tax benefit of $820 and $2,120, respectively, which represents an effective tax rate of 16% and 16%, respectively.

10. SUBSEQUENT EVENTS

The Company has evaluated whether any subsequent events occurred from June 30, 2019 through August 7, 2019 the date the financial statements were available to be issued, and noted the following subsequent event:

On August 2, 2019, BioScrip's shareholders voted to approve the merger between HC II and BioScrip and the transaction closed on August 6, 2019. At the time of close, BioScrip issued approximately 542 million shares of its common stock to HC I as consideration for HC II. In conjunction with the closing, the combined Company incurred $1,325,000 in new indebtedness, which consisted of a First Lien Term Loan of $925,000 and a Second Lien Term Loan of $400,000. The Proceeds of the First Lien Term Loan and Second Lien Term Loan were used to pay transaction closing costs as well as retire all HC II and BioScrip debt that was outstanding at the close of the transaction. The First Lien Term Loan requires monthly interest payments at 4.50% plus one-month LIBOR and the Second Lien Term Loan requires quarterly interest payments at 8.75% plus three-month LIBOR. In order to hedge against fluctuations in LIBOR rates, the Company entered into two interest rate swaps to offset the variable legs of the First Lien Term Loan and Second Lien Term Loan.

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Exhibit 99.2

Option Care and BioScrip Complete Merger to Form Option Care Health

Largest Independent Home and Alternate Site Infusion Provider Establishes the Standard of Care Across the United States Through Its Clinical Leadership and Technology-Enabled Patient-Centered Model

BANNOCKBURN, Ill. & DENVER, August 7, 2019 – Option Care Enterprises, Inc. ("Option Care") and BioScrip, Inc. ("BioScrip") today announced the successful completion of their merger, which follows the satisfaction of the transaction's closing conditions, including approval by BioScrip shareholders and the receipt of all necessary regulatory approvals.

The newly combined company, Option Care Health, Inc. ("Option Care Health" or the "Company"), emerges as the largest independent home and alternate site infusion services provider in the United States. Option Care Health's common stock will be listed on the Nasdaq Global Select Market under the ticker symbol BIOS.

John Rademacher, Chief Executive Officer of Option Care Health, said, "Today marks the beginning of an exciting new chapter as we unite two strong organizations with proud histories as market leaders. This combination enables us to reimagine the infusion care experience to unleash the full potential of high-quality care in a lower cost setting on a national scale. We are now the only independent provider focused on delivering a full spectrum of infusion therapies to patients across the country. Our deep clinical expertise, broad therapy portfolio and enhanced financial profile empower us to deliver superior outcomes and set the standard for patient care."

Option Care Health will continue to focus on:

- **Patient-Centered Care Model**, providing deeply personalized care to patients in all 50 states, supported by the broadest commercial and clinical coverage with our unique product offering.
- **Clinical and Market Leadership**, leveraging our best-in-class clinical team to consistently raise quality standards and patient outcomes while collaborating with health systems, payers and manufacturers to broaden our therapy portfolio and clinical reach.
- **Investing in People, Technology and Operations** to drive profitable growth, while setting the industry standard for infusion services.

Daniel E. Greenleaf, former Chief Executive Officer of BioScrip, commented, "I'm proud of the BioScrip team and the care that we delivered every day to patients who trusted us to provide extraordinary care. This new enterprise combines two independent market leaders and enables the organization to truly redefine infusion therapy in the alternate site setting. With a significantly improved capital structure and financial profile, I'm confident Option Care Health will continue to build upon the momentum of BioScrip and Option Care."

Option Care Health will be headquartered in Bannockburn, Illinois and led by Rademacher as Chief Executive Officer and Mike Shapiro as Chief Financial Officer. Harry Kraemer, former Chairman and Chief Executive Officer of Baxter International Inc., will serve as Chairman of the Board of Option Care Health.

Advisors

In connection with the transaction, Jefferies LLC and Moelis & Company LLC acted as joint financial advisors to BioScrip, and Gibson, Dunn & Crutcher LLP served as legal advisor. Goldman Sachs & Co. LLC and BofA Merrill Lynch acted as financial advisors and Kirkland & Ellis LLP acted as legal advisor to Option Care.

Forward Looking Statements

This communication contains "forward-looking statements" (as defined in the Private Securities Litigation Reform Act of 1995) regarding, among other things, future events or the future financial performance of Option Care Health. All statements other than statements of historical facts are forward-looking statements. In addition, words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "seek," "should," "target," "will," "would," or the negative of these words, and words and terms of similar substance used in connection with any discussion of future plans, actions or events identify forward-looking statements. Forward-looking statements relating to Option Care Health include, but are not limited to: statements about the benefits of the combined company, including future financial and operating results; expected synergies; the Company's plans, objectives, expectations and intentions; and other statements relating to the merger that are not historical facts. Forward-looking statements are based on information currently available to BioScrip and Option Care and involve estimates, expectations and projections. Investors are cautioned that all such forward-looking statements are subject to risks and uncertainties (both known and unknown), and many factors could cause actual events or results to differ materially from those indicated by such forward-looking statements. With respect to the combination of BioScrip and Option Care, these factors could include, but are not limited to: (i) the impact the significant debt incurred in connection with the merger may have on the Company's ability to operate the combined business, (ii) risks relating to the integration of the BioScrip and Option Care operations, solutions and employees into the combined company and the possibility that the anticipated synergies and other benefits of the combination, including cost savings, will not be realized or will not be realized within the expected timeframe, (iii) the Company's status as a "controlled company" within the meanings of NASDAQ, including the Company's reliance on exemptions from certain corporate governance standards and the significantly less influence that pre-merger holders now have on the Company, and (iv) risks relating to the combined businesses and the industries in which the combined company operates. These risks and uncertainties, as well as other risks and uncertainties, are more fully discussed in Bioscrip's definitive proxy statement filed with the SEC on June 26, 2019 and the Company's subsequent filings with the SEC. While the lists of risk factors presented here and in the Company's public filings are considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Many of these risks, uncertainties and assumptions are beyond Bio Scrip's and Option Care' ability to control or predict. Because of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements. Furthermore, forward-looking statements speak only as of the information currently available to the parties on the date they are made, and neither BioScrip nor Option Care undertakes any obligation to update publicly or revise any forward-looking statements to reflect events or circumstances that may arise after the date of this communication.

About Option Care Health
At Option Care Health, Inc. (Option Care Health) (NASDAQ: BIOS), we are the largest independent home and alternate site infusion services provider in the United States. With over 6,000 teammates including 2,900 clinicians, we work compassionately to elevate standards of care for patients with acute and chronic conditions in all 50 states. Through our clinical leadership, expertise and national scale, Option Care Health is reimagining the infusion care experience for patients, customers and employees. To learn more, please visit our website at www.OptionCareHealth.com.

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