
**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): November 18, 2011

OraSure Technologies, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-16537
(Commission
File Number)

36-4370966
(I.R.S. Employer
Identification No.)

220 East First Street
Bethlehem, Pennsylvania
(Address of Principal Executive Offices)

18015-1360
(Zip Code)

Registrant's telephone number, including area code: 610-882-1820

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

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

OraSure Technologies, Inc. (the “Company”) and Comerica Bank (“Comerica”) are parties to a Loan and Security Agreement, dated as of September 10, 2002, as amended (the “Loan Agreement”), pursuant to which Comerica has provided the Company with certain credit facilities, including a \$10.0 million advance to fund the expansion of certain Company facilities (the “Expansion Advance”), which had a maturity date of November 27, 2011. An Eighth Amendment to Loan and Security Agreement, dated as of November 18, 2011, was executed by the Company and Comerica (the “Eighth Amendment”) in order to make certain changes to the Loan Agreement, including an extension of the maturity date of the Expansion Advance to February 27, 2012. A copy of the Eighth Amendment is attached as Exhibit 10 to this Form 8-K and is incorporated herein by reference.

Item 9.01 – Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10	Eighth Amendment to Loan and Security Agreement, dated as of November 18, 2011, between OraSure Technologies, Inc. and Comerica Bank.

Signatures

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

ORASURE TECHNOLOGIES, INC.

Date: November 23, 2011

By: */s/ Jack E. Jerrett*

Jack E. Jerrett

Senior Vice President, General Counsel and Secretary

Index to Exhibits

**Exhibit
No.**

Description

10

Eighth Amendment to Loan and Security Agreement, dated as of November 18, 2011, between OraSure Technologies, Inc. and Comerica Bank.

**EIGHTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This Eighth Amendment to Loan and Security Agreement is entered into as of November 18, 2011 (the "**Amendment**"), by and between COMERICA BANK ("**Bank**") and ORASURE TECHNOLOGIES, INC. ("**Borrower**").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of September 10, 2002, as amended by a First Amendment to Loan and Security Agreement dated as of May 23, 2003, a Second Amendment to Loan and Security Agreement dated as of September 12, 2003, a Third Amendment to Loan and Security Agreement dated as of April 21, 2004, a Fourth Amendment to Loan and Security Agreement dated as of June 27, 2006, a Fifth Amendment to Loan and Security Agreement dated June 28, 2007, a Sixth Amendment to Loan and Security Agreement dated as of June 24, 2011, and a Seventh Amendment to Loan and Security Agreement dated as of August 16, 2011 (collectively, the "**Agreement**"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The following defined term in Section 1.1 of the Agreement is amended to read as follows:

"Expansion Advance Maturity Date" means February 27, 2012.

2. Section 6.7(a) of the Agreement is hereby amended to read as follows:

(a) **Quick Ratio**. A ratio of Quick Assets to Current Liabilities of at least 1.25 to 1.00; provided, such covenant is based solely on Borrower's financials and does not include any Subsidiaries.

3. Section 6.7(b) of the Agreement is hereby amended to read as follows:

(b) **Minimum Liquidity**. A balance of cash, cash equivalents and short-term investments plus net accounts receivable under the Revolving Facility of not less than \$25,000,000, which amount shall include at least \$15,000,000 in cash and cash equivalents held by Bank or its Affiliates; provided, such covenant is based solely on Borrower's financials and does not include any Subsidiaries.

4. Section 6.7(c) of the Agreement is hereby amended to read as follows:

(c) **Tangible Net Worth**. A Tangible Net Worth plus fifty percent (50%) of proceeds received by Borrower from any Equity Offering (net of any underwriting discounts and concessions and direct offering expenses) of not less than \$41,500,000; provided, such covenant is based solely on Borrower's financials and does not include any Subsidiaries.

5. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

6. Borrower represents and warrants that the representations and warranties contained in Section 5 of the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

8. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

(b) all Bank Expenses incurred in connection with the preparation, negotiation and execution of this Amendment; and

(c) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

ORASURE TECHNOLOGIES, INC.

By: /s/ Ronald H. Spair

Title: COO/CFO

COMERICA BANK

By: /s/ Justin Swietlik

Title: Vice President