
**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 16, 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” or “OraSure”) 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 September 27, 2011. A Seventh Amendment to Loan and Security Agreement, dated as of August 16, 2011, was executed by the Company and Comerica (the “Seventh Amendment”) in order to make certain changes to the Loan Agreement, including an extension of the maturity date of the Expansion Advance to November 27, 2011. In the Seventh Amendment, Comerica also consented to the acquisition of DNA Genotek Inc. by the Company as described further in Item 2.01 of this Report. A copy of the Seventh Amendment is attached as Exhibit 10 to this Form 8-K and is incorporated herein by reference.

Item 2.01 – Completion of Acquisition or Disposition of Assets.

On August 17, 2011, OraSure, through a wholly-owned subsidiary, acquired all of the outstanding capital stock of DNA Genotek Inc. (“DNAG”), pursuant to the terms of a Support Agreement dated July 25, 2011 (the “Support Agreement”). The purchase price consisted of \$50 million Canadian dollars (approximately US \$50.7 million at current exchange rates) and was funded by the Company with cash on hand. The purchase price is subject to post-closing adjustments based on the amount of working capital and debt at closing.

The foregoing description of the Acquisition does not purport to be complete and is qualified in its entirety by reference to the Support Agreement and the related forms of offer to purchase and share purchase agreements which were filed as Exhibits 2.1 and 2.2, respectively, to the Company’s Current Report on Form 8-K dated July 25, 2011.

Item 7.01 – Regulation FD Disclosure.

On August 18, 2011, OraSure issued a press release announcing the completion of the acquisition of DNAG by OraSure. A copy of the press release is attached to this Report as Exhibit 99.

The information contained in this Item 7.01 (including Exhibit 99) is being furnished pursuant to Item 7.01 and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference into the filings of OraSure under the Securities Act of 1933 or the Exchange Act. The information contained in this Item 7.01 (including Exhibit 99) shall also not be deemed to be an admission as to the materiality of any such information that is required to be disclosed solely by Regulation FD.

Item 9.01 – Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired

The financial statements with respect to the transaction described in Item 2.01 of this Report will be filed by the Company no later than October 27, 2011.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10	Seventh Amendment to Loan and Security Agreement, dated as of August 16, 2011, between OraSure Technologies, Inc. and Comerica Bank.
99	Press Release, dated August 18, 2011, announcing the completion of the acquisition of DNA Genotek Inc. by the Company.

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.

Date: August 18, 2011

ORASURE TECHNOLOGIES, INC.

By: /s/ Jack E. Jerrett

Jack E. Jerrett
Senior Vice President, General Counsel
and Secretary

Index to Exhibits

Exhibit Number

Description

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99	Press Release, dated August 18, 2011, announcing the completion of the acquisition of DNA Genotek Inc. by the Company.

**SEVENTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This Seventh Amendment to Loan and Security Agreement is entered into as of August 16, 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, and a Sixth Amendment to Loan and Security Agreement dated as of June 24, 2011 (collectively, the "**Agreement**"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. In addition, Borrower has requested that Bank consent to the acquisition by Borrower of all of the capital stock of DNA Genotek, Inc., a Canadian corporation ("**DNAG**") and Bank has agreed to so consent based on the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

1. Subject to the terms and conditions of this Amendment and provided that Borrower complies with the terms and conditions of this Amendment and the Agreement, Bank consents to the acquisition by Borrower, directly or through one or more Affiliates created for purposes of such acquisition, of all of the capital stock of DNAG in accordance with the terms outlined in Borrower's Current Report on Form 8-K dated July 25, 2011 and pursuant to that certain Support Agreement dated July 25, 2011 by and among Borrower, 7924569 Canada Inc., DNAG and certain other parties thereto (the "**Support Agreement**") for a total purchase price of approximately \$50,000,000 CAD in cash, subject to certain adjustments and subject to a ten percent (10%) indemnification holdback as more specifically set forth in the Support Agreement (the "**Acquisition**"). The foregoing consent is expressly limited as set forth in this Section 1 and shall not extend to any other action or obligation of Borrower under the Agreement. Bank does not waive or consent to any failure by Borrower to perform its Obligations under the Loan Documents, whether as a result of the Acquisition, the Subsidiary formation or otherwise. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after consummation of the Acquisition.

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

"Expansion Advance Maturity Date" means November 27, 2011.

3. 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 (i) at least 2.00 to 1.00 through the consummation of the Acquisition as defined in that certain Seventh Amendment to Loan and Security Agreement dated August 16, 2011 between Bank and Borrower, (ii) at least 1.25 to 1.00 from the closing of the Acquisition and at all times thereafter.

4. 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.

5. **Exhibit E** attached to the Agreement is hereby replaced with **Exhibit E** attached hereto.

6. 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.

7. 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.

8. 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.

9. 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/ Kevin R. Johnson

Title: VP

EXHIBIT E

COMPLIANCE CERTIFICATE

Please send all Required Reporting to:

Comerica Bank
 Technology & Life Sciences Division
 Loan Analysis Department
 250 Lytton Avenue
 3rd Floor, MC 4240
 Palo Alto, CA 94301
 Phone: (650) 462-6060
 Fax: (650) 462-6061

FROM: ORASURE TECHNOLOGIES, INC.

The undersigned authorized officer of OraSure Technologies, Inc. hereby certifies that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending _____ with all required covenants under the Agreement, except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct in all material respects as of the date hereof (except for representations and warranties referring to a prior date which shall be true and correct in all material respects only as of such prior date). Attached herewith are the required documents supporting the above certification. The Officer further certifies that these were prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>REPORTING COVENANTS</u>	<u>REQUIRED</u>	<u>COMPLIES</u>	
Monthly Financial Statements	Quarterly within 30 days	YES	NO
Compliance Certificate	Quarterly within 30 days	YES	NO
Annual (CPA Audited) Financial Statements	FYE within 90 days	YES	NO
10-Q	Quarterly within 5 days of SEC filing	YES	NO
10-K	Annually within 5 days of SEC filing	YES	NO
A/R Audit	Initial and Annual	YES	NO
Projection	FYE within 30 days	YES	NO

<u>FINANCIAL COVENANTS</u>	<u>REQUIRED</u>	<u>ACTUAL</u>	<u>COMPLIES</u>	
Minimum Quick Ratio	**	_____:1.00	YES	NO
Minimum Tangible Net Worth	\$ 41,500,000	\$ _____	YES	NO
Minimum Liquidity*	\$ 25,000,000	\$ _____	YES	NO

* Including \$ _____ of cash, cash equivalents and short-term investments (\$15,000,000 minimum)

** (i) at least 2.00 to 1.00 through the consummation of the Share Acquisition as defined in that certain Seventh Amendment and Waiver to Loan and Security Agreement dated August _____, 2011 between Bank and Borrower ("Share Acquisition Closing"), (ii) at least 1.25 to 1.00 from the Share Acquisition Closing and thereafter.

Please Enter Below Comments Regarding Covenant Violations:

On behalf of Borrower, the Officer further acknowledges that at any such time as Borrower is out of compliance with any of the terms set forth in the Loan Agreement, including, without limitation, any of the financial covenants, Borrower cannot receive any advances.

ORASURE TECHNOLOGIES, INC.

 Authorized Signer
 Name: _____
 Title: _____

BANK USE ONLY	
Rec'd by:	_____
Date:	_____
Reviewed by:	_____
Date:	_____
Financial Compliance Status:	YES / NO



Investor Contact:
Ronald H. Spair
Chief Financial Officer
610-882-1820
investorinfo@orasure.com

Media Contact:
Jennifer Moritz
Zero to Five for OraSure Technologies
917-748-4006
jmoritz@0to5.com

OraSure Technologies Announces Closing of DNA Genotek Acquisition

BETHLEHEM, Pa. – August 18, 2011 – OraSure Technologies, Inc. (Nasdaq:OSUR) announced today that it has completed its previously-announced acquisition of DNA Genotek Inc., a leading provider of oral fluid sample collection, stabilization and preparation products for molecular diagnostic applications, for 50 million Canadian dollars in cash (approximately US \$50.7 million at current exchange rates). The acquisition was funded by OraSure with cash on hand.

The acquisition of DNA Genotek strengthens OraSure's leadership in oral fluid diagnostics, by providing OraSure with a complementary portfolio of products that enable easy and reliable collection, stabilization, transportation and storage of high quality nucleic acid (DNA and RNA) samples. These samples can then be used for a wide range of diagnostic and research applications.

Based in Ottawa, Canada, DNA Genotek serves over 3,000 customers in over 100 countries worldwide, including many of the top research universities and hospitals in the United States. DNA Genotek's lead product, the Oragene®•DNA Self-Collection Kit, provides an all-in-one system for the collection, stabilization, transportation and purification of DNA from saliva. DNA Genotek products are used in the academic research, clinical genetic testing, pharmacogenomics, personalized medicine, animal genetics and livestock genetics markets. DNA Genotek is the leading provider of oral fluid collection devices to the direct-to-consumer personal genetics testing market. DNA Genotek will operate as a wholly-owned subsidiary of OraSure.

Further details regarding this transaction can be found in the Company's Current Reports on Form 8-K filed with the Securities and Exchange Commission on July 25, 2011 and August 18, 2011.

About OraSure Technologies

OraSure Technologies is a leader in the development, manufacture and distribution of oral fluid diagnostic devices and other technologies designed to diagnose critical medical conditions and diseases. Its innovative products include rapid tests for the detection of antibodies to HIV and HCV at the point of care and testing solutions for detecting various drugs of abuse. These products enable healthcare providers to deliver critical information to patients, empowering them to make decisions to improve and protect their health. OraSure's products are sold globally to various clinical laboratories, hospitals, clinics,

community-based organizations and other public health organizations, distributors, government agencies, physicians' offices, and commercial and industrial entities. For more information on the Company, please go to www.orasure.com.

About DNA Genotek

DNA Genotek focuses on providing high-quality biological sample collection, stabilization and preparation products. The company's lead product, the Oragene®•DNA Self-Collection Kit, is the easiest way to collect and preserve large amounts of DNA from saliva. Oragene•DNA's reliability and ease-of-use have resulted in rapid adoption at top-tier health research institutions globally, including Harvard, Stanford, Cambridge, and Johns Hopkins. DNA Genotek markets its products worldwide and has established a global customer base in over 100 countries. For more information about DNA Genotek, visit www.dnagenotek.com.

Important Information

This press release contains certain forward-looking statements, including with respect to the DNAG acquisition and products. Forward-looking statements are not guarantees of future performance or results. Known and unknown factors that could cause actual performance or results to be materially different from those expressed or implied in these statements include, but are not limited to: ability to market and sell products, whether through an internal, direct sales force or third parties; ability to manufacture products in accordance with applicable specifications, performance standards and quality requirements; changes in relationships, including disputes or disagreements, with strategic partners or other parties and reliance on strategic partners for the performance of critical activities under collaborative arrangements; failure of distributors or other customers to meet purchase forecasts or minimum purchase requirements for the Company's products; impact of replacing distributors and success of direct sales efforts; inventory levels at distributors and other customers; impact of competitors, competing products and technology changes; impact of the ongoing economic downturn, high unemployment and poor credit conditions; reduction or deferral of public funding available to customers; competition from new or better technology or lower cost products; ability to develop, commercialize and market new products; market acceptance of oral fluid testing or other products; changes in market acceptance of products, including based on product performance, extended shelf life or other factors; ability to fund research and development and other operations; ability to obtain and maintain new or existing product distribution channels; reliance on sole supply sources for critical product components; availability of related products produced by third parties or products required in connection with the use of our products; ability to obtain, and timing and cost of obtaining, necessary regulatory approvals for new products or new indications or applications for existing products; ability to comply with applicable regulatory requirements; history of losses and ability to achieve sustained profitability; ability to utilize net operating loss carry forwards or other deferred tax assets; volatility of our stock price; uncertainty relating to patent protection and potential patent infringement claims; uncertainty and costs of litigation relating to patents and other intellectual property; availability of licenses to patents or other technology; ability to enter into international manufacturing agreements; obstacles to international marketing and manufacturing of products; ability to sell products internationally, including the impact of changes in international funding sources and testing algorithms; loss or impairment of sources of capital; ability to meet financial covenants in agreements with financial institutions; ability to retain qualified personnel; exposure to product liability and other types of litigation; changes in international, federal or state laws and regulations; customer consolidations and inventory practices; equipment failures and ability to obtain needed raw materials and components; the impact of terrorist attacks and civil unrest; ability to identify, complete and realize the full benefits of potential acquisitions; and general political, business and economic conditions. These and other factors are discussed more fully in the Company's Securities and Exchange Commission filings, including its registration statements, Annual Report on Form 10-K for the year ended December 31, 2010, Quarterly Reports on Form 10-Q, and other filings with the SEC. Although forward-looking statements help to provide

information about future prospects, readers should keep in mind that forward-looking statements may not be reliable. The forward-looking statements are made as of the date of this press release and OraSure Technologies undertakes no duty to update these statements.

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