

**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): June 28, 2007

**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, pursuant to which Comerica has provided the Company with credit facilities, including a \$4.0 million revolving working capital line of credit (the “Revolving Line”), which had a maturity date of June 29, 2007. A Fifth Amendment to Loan and Security Agreement, dated as of June 28, 2007, was executed by the Company and Comerica (the “Fifth Amendment”) extending the maturity date of the Revolving Line to June 29, 2009. A copy of the Fifth 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	Fifth Amendment to Loan and Security Agreement, dated as of June 28, 2007, 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: July 5, 2007

By: /s/ Jack E. Jerrett  
Jack E. Jerrett  
Senior Vice President, General Counsel and Secretary

**Index to Exhibits**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10	Fifth Amendment to Loan and Security Agreement, dated as of June 28, 2007, between OraSure Technologies, Inc. and Comerica Bank.

**FIFTH AMENDMENT  
TO  
LOAN AND SECURITY AGREEMENT**

This Fifth Amendment to Loan and Security Agreement is entered into as of June 28, 2007 (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, and a Fourth Amendment to Loan and Security Agreement, dated as of June 27, 2006 (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:

"**Revolving Maturity Date**" means June 29, 2009.

2. Section 6.2(f) of the Agreement is amended in its entirety to read as follows:

"(f) at the time of the initial Revolving Advance and within thirty (30) days of the end of each calendar month thereafter while there are outstanding Obligations under the Revolving Facility, Borrower shall deliver to Bank a Borrowing Base Certificate dated as of the end of the immediately preceding month, signed by a Responsible Officer in substantially the form of Exhibit D hereto, together with aged listings of accounts receivable and accounts payable;"

3. Exhibit E to the Agreement is replaced with Exhibit E attached hereto.

4. 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.

5. 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.

6. 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.

7. 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) a non-refundable loan fee of \$5,000, which shall include all Bank Expenses incurred in connection with the preparation, negotiation and execution of this Amendment;

(c) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution, delivery and performance of this Amendment; and

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

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: *Chief Operating Officer and Chief Financial Officer*

COMERICA BANK

By: /s/ Chip Bowman

Title: *Vice President*

COMPLIANCE CERTIFICATE

Please send all Required Reporting to:

Comerica Bank - California  
 Technology & Life Sciences Division  
 Loan Analysis Department  
 Five Palo Alto Square, Suite 800  
 3000 El Camino Real  
 Palo Alto, CA 94306  
 Phone: (650) 846-6820  
 Fax: (650) 846-6840

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.

REPORTING COVENANTS	REQUIRED	COMPLIES	
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 Aging	*	YES	NO
A/P Aging	*	YES	NO
Borrowing Base Cert.	*	YES	NO
A/R Audit	Initial and Annual	YES	NO
Projection	FYE within 30 days	YES	NO

\* At the time of the initial Revolving Advance and if there are outstanding Obligations under the Revolving Facility, monthly within 30 days.

FINANCIAL COVENANTS	REQUIRED	ACTUAL	COMPLIES	
Minimum Quick Ratio	2.00:1.00	_____: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)

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.

BANK USE ONLY

Authorized Signer \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Rec'd by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Financial Compliance Status: YES / NO