
**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 24, 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 June 27, 2011. A Sixth Amendment to Loan and Security Agreement, dated as of June 24, 2011, was executed by the Company and Comerica (the “Sixth Amendment”) in order to make certain changes to the Loan Agreement, including an extension of the maturity date of the Expansion Advance to September 27, 2011. A copy of the Sixth 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	Sixth Amendment to Loan and Security Agreement, dated as of June 24, 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.

By: */s/ Jack E. Jerrett*

Jack E. Jerrett

Senior Vice President, General Counsel and Secretary

Date: June 27, 2011

Index to Exhibits

**Exhibit
No.**

Description

10 Sixth Amendment to Loan and Security Agreement, dated as of June 24, 2011, between OraSure Technologies, Inc. and Comerica Bank.

**SIXTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This Sixth Amendment to Loan and Security Agreement is entered into as of June 24, 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, and a Fifth Amendment to Loan and Security Agreement, dated June 28, 2007 (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. Borrower and Bank acknowledge that no Mortgage Advances, Non-Revolving Advances, Revolving Advances, Equipment Term Loan, or Term Advances are currently outstanding under the Agreement and the Bank has no further obligation to make such Credit Extensions to Borrower. Other than to show compliance with the required financial covenants in Section 6.7 of the Agreement, Borrower shall not be required to submit to Bank any reporting relating to such Credit Extensions as previously required under Section 6.2 of the Agreement.

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

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

3. 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.

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

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;

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- (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: 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	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.

 Authorized Signer

 Name: _____

 Title: _____

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