UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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) January 27, 2005

LanVision Systems, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-28132	31-1455414
(Commission File Number)	(IRS Employer Identification No.)

5481 Creek Road, Cincinnati, Ohio	45242-4001
(Address of Principal Executive Offices)	(Zip Code)

(513) 794-7100

(Registrant's Telephone Number, Including Area Code)

(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 (see General Instruction A.2. below):

[ ] 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))

ITEM 1.01 - ENTRY INTO A MATERIAL AGREEMENT

On January 27, 2005, the Compensation Committee of the Board of Directors of LanVision Systems, Inc. approved Amendment No. 1 to the Employment Agreement among J. Brian Patsy (LanVision's Chief Executive Officer and President), LanVision Systems, Inc. and LanVision, Inc. Amendment No. 1, a copy of which is attached hereto as Exhibit 10.1, renewed the Agreement for the period February 1, 2005 through January 31, 2006, and modified Section 11(D) to provide for certain severance payments if the Agreement is not renewed other than for good cause or upon Mr. Patsy's death or disability. The Compensation Committee also authorized the payments of $15,044.13 and $6,600.86, respectively, to Mr. Patsy and to William A. Geers, Vice President and Chief Operating Officer, for accrued and unused vacation for calendar year 2004.

On January 27, 2005, the Compensation Committee also adopted executive bonus arrangements for fiscal year 2005. These arrangements are not contained in a formal written plan, but a summary of the manner in which executive officer bonuses will be determined for fiscal year 2005 is set forth below and in Exhibit 10.2 attached hereto (the "FY 2005 Executive Bonus Plan"). The FY 2005 Executive Bonus Plan is composed of two separate bonus components, both of which are considered part of the total targeted compensation for LanVision's executives.

The first component of the Plan provides for the payment of a target profit bonus based upon achieving 100% of LanVision's targeted operating profit as established by the Compensation Committee. Participating executives will be entitled to payment of 100% of the target profit bonus if LanVision achieves 100% of the targeted operating profit. Executives may receive a reduced profit bonus, provided that LanVision's actual operating profit is greater than 80% of the targeted operating profit. If the Company achieves 80% or less of the targeted operating profit no profit bonuses are earned under this component of the Plan. At greater than 80% but less than 100% of the targeted operating profit, the payments are reduced so that, for example, achieving 90% of the targeted operating profit would result in the payment of 50% of the target profit bonus. If LanVision exceeds 100% of the targeted operating profit, then the bonuses are increased by the percentage that the actual operating profit exceeds the target operating profit. For example, if LanVision achieves 130% of the targeted operating profit, then the bonuses earned would be 130% of the target profit bonuses. There is no upper limitation of the payment of the bonuses for this component that exceed the targeted operating profit amounts.

The second component of the Plan provides for the payment of a target revenue bonus based upon achieving 100% of targeted revenues, excluding the sale of third party hardware. If less than 100% of the targeted revenues is achieved, then no revenue bonus will be earned under this component of the Plan. If 100% of the targeted revenues is achieved, then the target revenue bonuses associated with this portion of the Plan will be paid at 100%. If the targeted revenues are exceeded, than the revenue bonuses are increased by the percentage that the revenues exceeds the target revenues. For example, if LanVision achieves 130% of the targeted revenues, then the bonuses earned would be 130% of the target revenue bonus. There is no upper limitation of the payment of the bonuses for this component that exceed the targeted revenue amounts.

The Compensation Committee established the target operating profit, target revenues and target bonuses on January 27, 2005.

ITEM 5.02(b) - DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS

On January 27, 2005, two Directors of LanVision advised the Board of Directors at its regularly scheduled meeting of their decision to retire from the Board effective as of the 2005 Annual Meeting of Stockholders. Those Directors are George E. Castrucci and Z. David Patterson. Accordingly, neither such individual will stand for reelection to the Board of Directors at the 2005 Annual Meeting of Stockholders.

Mr. Patterson further advised the Board that, on behalf of Blue Chip Venture Company, the General Partner of Blue Chip Capital Fund Limited Partnership ("Blue Chip"), will not designate a nominee for election to the Board at the 2005 Annual Meeting of Stockholders. Blue Chip has the contractual right to so nominate an individual pursuant to a stockholder agreement among LanVision Systems, Inc., Blue Chip Capital Fund Limited Partnership, J. Brian Patsy and Eric S. Lombardo, as long as Blue Chip beneficially owns at least 8% of LanVision's outstanding common stock. Blue Chip currently owns in excess of 8% of the outstanding common stock and Mr. Patterson has served as Blue Chip's nominee to the Board since 1996. Notwithstanding Blue Chip's decision not to designate a director nominee for election at the 2005 Annual Meeting of Stockholders, the stockholder agreement will not be amended at this time and will remain in force.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit	Description
10.1	Amendment No. 1 dated January 27, 2005 to the Employment Agreement among J. Brian Patsy, LanVision Systems, Inc. and LanVision, Inc.*
10.2	Summary of Fiscal Year 2005 Executive Bonus Plan*

* Denotes management contract.

SIGNATURES

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 hereunto duly authorized.

LANVISION SYSTEMS, INC.

By: /s/ Paul W. Bridge, Jr.
Paul W. Bridge, Jr.
Chief Financial Officer

Date: February 1, 2005

Exhibit 10.1
LanVision Systems, Inc.

Amendment No. 1 dated January 27, 2005 to the Employment Agreement among J. Brian Patsy, LanVision Systems, Inc. and LanVision, Inc.*

Amendment No. 1 to Employment Agreement

This AMENDMENT NO. 1 is entered into as of this 27 day of January, 2005 by and among LanVision Systems, Inc., a Delaware corporation ("Parent"), LanVision, Inc., an Ohio corporation ("Company") and J. Brian Patsy ("Employee").

WHEREAS, the Company and Employee entered into an Employment Agreement dated as of February 1, 2003 ("Employment Agreement"), whereby Parent and the Company agreed to employ the Employee; and

WHEREAS, Parent, the Company and Employee desire to amend the Employment Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

Section 10 is replaced in its entirety by the following:

"10. TERM

Unless earlier terminated pursuant to Section 11 hereof, the term of this Agreement shall be for the time period beginning February 1, 2005, the date hereof, and continuing through January 31, 2006 (the "Term"), unless, during the Term of this agreement, or any renewal thereof, there is a change in control as defined in Section 13 herein, at which time the then current Expiration Date will be extended to be one year form the date of the change in control. On January 31, 2006, or the Expiration Date resulting from a change in control, whichever is later, and on each annual Expiration Date thereafter, (each such date being hereinafter referred to as the "Renewal Date"), the term of employment hereunder shall automatically renew for an additional one (1) year period unless the Company notifies Employee in writing at lease 90 days prior to the applicable Renewal Date that the Company does not wish to renew this agreement beyond the expiration of the then current term. Unless waived in writing by the Company, the requirements of Sections 7 (Confidential Agreement), 8 (Property of Parent and the Company) and 9 (Non-Competition Agreement) shall survive the expiration or termination of this Agreement for any reason except as set forth in Section 11(D)(ii)."

Section 11 (D) is replaced in its entirety by the following:

"(D) Termination or Non-Renewal Without Good Cause.

(i) Parent or the Company may terminate Employee's employment or elect not to renew this Agreement prior to the Expiration Date at any time, whether or not for Good Cause (as "Good Cause" is defined in Section 11(C) above). In the event Parent or the Company terminates Employee or elects not to renew this Agreement for reasons other than Good Cause, Employee's Death, or Employee's Disability, Parent or the Company will pay Employee a lump sum amount equal to the Employee's then current compensation [to include only 12 months of the then current base compensation and the higher of the bonuses paid to Employee during that prior fiscal year or earned in the then current fiscal year to date] at the time of termination or non renewal. Such severance payment shall be paid within 90 days following the date of Employee's termination. Employee shall also be entitled to the continuation of the then current Company benefits (see Exhibit A) to specifically include health care, dental care insurance coverage and car allowance at no cost to Employee for a period of two years from Employee's termination. Parent or Corporation may elect to extend the one year period of noncompetition to two years upon prior written notice to Employee, which notice will be delivered not later than 180 days prior to the expiration of the initial one year period of noncompetition and upon payment of an additional lump sum amount equal to the first lump sum payment made, above. This second lump sum payment shall be paid within 180 days following notification of the election to extend the noncompetition period for a second year.

(ii) If the Company fails to make the payments to Employee as set forth above, the provisions of the Section 9 (NonCompetition) shall terminate as of the date such payments cease."

Continuing Agreement. Except for the changes set forth in this Amendment No. 1, the Employment Agreement remains in full force and effect without modification.

Counterparts. This Amendment No. 1 may be signed in counterparts by Parent, the Company and Employee."

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date set forth above.

LanVision Systems, Inc.

By: /s/ Paul W. Bridge, Jr.

Paul W. Bridge, Jr.
Chief Financial Officer

LanVision, Inc.

By: /s/ Paul W. Bridge, Jr.

Paul W. Bridge, Jr.
Chief Financial Officer

Employee

/s/ J. Brian Patsy

J. Brian Patsy

Exhibit 10.2
LanVision Systems, Inc.

Summary of Fiscal Year 2005 Executive Bonus Plan (as adopted by the Compensation Committee of the Board of Directors on January 27, 2005)*

On January 27, 2005, the Compensation Committee of the Board of Directors of LanVision Systems, Inc. adopted executive bonus arrangements for fiscal year 2005. These arrangements are not contained in a formal written plan, and the following is a summary of the manner in which executive officer bonuses will be determined for fiscal year 2005 (the "FY 2005 Executive Bonus Plan"). The FY 2005 Executive Bonus Plan is composed of two separate bonus components, both of which are considered part of the total targeted compensation for LanVision's executives.

The first component of the Plan provides for the payment of a target profit bonus based upon achieving 100% of LanVision's targeted operating profit as established by the Compensation Committee. Participating executives will be entitled to payment of 100% of the target profit bonus if LanVision achieves 100% of the targeted operating profit. Executives may receive a reduced profit bonus, provided that LanVision's actual operating profit is greater than 80% of the targeted operating profit. If the Company achieves 80% or less of the targeted operating profit no profit bonuses are earned under this component of the Plan. At greater than 80% but less than 100% of the targeted operating profit, the payments are reduced so that, for example, achieving 90% of the targeted operating profit would result in the payment of 50% of the target profit bonus. If LanVision exceeds 100% of the targeted operating profit, then the bonuses are increased by the percentage that the actual operating profit exceeds the target operating profit. For example, if LanVision achieves 130% of the targeted operating profit, then the bonuses earned would be 130% of the target profit bonuses. There is no upper limitation of the payment of the bonuses for this component that exceed the targeted operating profit amounts.

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The Compensation Committee established the target operating profit, target revenues and target bonuses on January 27, 2005.