AI Models by Specialty: Preparing for and Using AI in Mediation

Category	Examples	Best Use in Mediation	Confidentiality & HIPAA (as of Sept. 2026)	Cautions
1. General-purpose assistants	ChatGPT Enterprise, Claude Enterprise, Gemini (Google Workspace), Microsoft 365 Copilot	Summaries, first drafts, timelines from documents you provide, brainstorming options and brackets, negotiation role-play	Enterprise tiers only. OpenAI signs a BAA for ChatGPT Enterprise; Anthropic for Claude Enterprise and its API (not Free, Pro, Max or Team); Google for Gemini in covered Workspace editions; Microsoft 365 Copilot falls under the Microsoft 365 BAA on commercial plans. Free and consumer versions: no BAA.	No verified legal database, so citations can be invented; confirm enterprise privacy settings are turned on
2. Legal research and drafting platforms	CoCounsel (Westlaw), Lexis+ with Protégé, Harvey, Legora, Vincent AI (vLex/Clio)	Research with citations you can check; legal merits of the dispute; drafting	Built for privileged work. Harvey: no training on customer data, zero data retention by model providers, SOC 2 Type II, ISO 27001. CoCounsel: zero data retention, SOC 2 Type II, ISO 27001. Legora: no training, SOC 2 Type 2, ISO 27001. Protégé and Vincent: confirm with vendor. Ask separately about a BAA before uploading medical records.	Cost; Harvey is built for large firms; still verify every citation
3. Litigation analytics	Lex Machina, Westlaw, Lexis, Trellis	Judge tendencies, motion outcomes, verdict data for exposure analysis and reality-testing	Draws mostly on public court records; low risk if you don't upload client files	Past patterns aren't predictions; don't let them override party self-determination
4. Medical records and personal injury	EvenUp, Supio, ProPlaintiff, DigitalOwl, Filevine MedChron	Medical chronologies, treatment gaps, demand packages, damages support	Strongest HIPAA posture in this list. EvenUp: SOC 2 Type II, HIPAA attested. Supio: SOC 2 Type II, HIPAA and GDPR compliant, no training on client data. ProPlaintiff: HIPAA compliant, SOC 2 audited. DigitalOwl and MedChron: confirm with vendor.	Only as good as the records; an incomplete file produces a confident but flawed summary
5. E-discovery and document review	Everlaw, Relativity, DISCO	Large multi-party files: search, chronologies, finding key documents in seconds	Enterprise security built for litigation; confirm BAA availability if the file contains PHI	Check summaries against the source
6. ADR institution tools	AAA AI Arbitrator, Resolution Simulator, AI Agreement to Mediate Builder	Early case assessment, practice decisions, customized agreements to mediate	Governed by AAA's terms; review before entering confidential or medical information	Non-binding simulations; human review remains essential

7. Negotiation, online dispute resolution and coaching	Smartsettle, TheMediator.AI	Blind bidding and offer optimization, small or consumer disputes, preparing parties	No BAA advertised; keep PHI and caucus communications out	A coach, not a substitute for a mediator's judgment, discretion or legitimacy
8. Notetaking and transcription	Zoom AI Companion, Otter	Logistics and capturing agreed terms	Zoom: BAA on eligible paid plans (Pro, Business, Business Plus, Enterprise); some AI Companion features turn off once a BAA is active. Otter: BAA on the Enterprise plan only; Basic, Pro and Business can't be used with PHI.	Highest confidentiality risk; keep out of caucus; get consent before recording
9. Practice administration	Scheduling, invoicing and intake tools	Scheduling, invoicing and intake	Confirm data security; generally no disclosure needed	—
What none of them do	—	Read the room, hear the family, sense who needs to be heard before they can move	—	The mediator still runs the room

How to read the HIPAA column: A Business Associate Agreement (BAA) is the contract HIPAA requires before a vendor handles protected health information (PHI). No software is "HIPAA certified"; HHS does not certify products. A BAA covers only the plan and features it names, and the tool still has to be configured correctly. Free and consumer versions should never be used for PHI or confidential mediation communications. Florida's mediation confidentiality (§ 44.405, Fla. Stat.) protects what is said in mediation; it does not control a vendor's data policy. Vendor terms change often, so verify before relying on them.

Checklist: What to Look for Before You Use an AI Platform

Ask the vendor, read the contract, and get answers in writing.

✓	What to Ask
	1. Confidentiality and data use
☐	Does the vendor keep what I type or upload? For how long, and can I delete it?
☐	Does it train its models on my data? Is "no training" in the contract, not just on the website?
☐	Does the vendor have zero-data-retention agreements with the AI model providers behind it?
☐	Who else can see my data (subprocessors, human reviewers)? Can I get the list?
☐	Where is my data stored and processed (U.S. or in-region)?
☐	Can I keep each matter, and each party's information, walled off from the others?
	2. HIPAA and medical information
☐	Will the vendor sign a Business Associate Agreement (BAA)? On which plan?
☐	Which features does the BAA cover, and which are turned off or excluded?
☐	Am I actually on that plan, with HIPAA settings turned on?
	3. Security credentials
☐	SOC 2 Type II and ISO 27001? Ask for the report, not just the badge.
☐	Encryption in transit and at rest, multi-factor login, and audit logs?
☐	Does the contract set a deadline for notifying me of a data breach?

✓	What to Ask
	4. Accuracy and reliability
☐	Is it grounded in a verified legal database, with citations I can check?
☐	Does every fact link back to the source page?
☐	Can I limit it to the documents I give it?
	5. Fit for mediation
☐	Does it solve a real problem in this type of case, or is it just new?
☐	For notetakers: can I get consent, and can I turn it off in caucus?
☐	Will the parties and counsel be comfortable with it?
	6. Ethics and disclosure
☐	Can I use it consistent with Florida Bar Ethics Opinion 24-1: protect confidences, verify output, bill fairly?
☐	Can I use it consistent with mediator confidentiality (Fla. R. Med. 10.360; § 44.405, Fla. Stat.)?
☐	Does my agreement to mediate disclose how I use AI?
☐	Will a person review every output before it is used?
	7. Cost and exit
☐	What is the total cost, including seat minimums and add-ons? Is there a free trial?
☐	When the contract ends, is my data returned or destroyed, and will the vendor confirm it in writing?