



Sample Informed Consent

FOR USE IN RETAINER AGREEMENTS AND ENGAGEMENT LETTERS

How to Use This Document

This template provides draft language for disclosing the use of AI-assisted record review to retaining attorneys, courts, agencies, and other referral sources. It is written to be optimally responsive to APA Ethics Codes standards and the Specialty Guidelines for Forensic Psychology.

You may consider adopting this or similar language for inclusion in your standard retainer agreement or engagement letter — the document exchanged between you and the retaining party before the evaluation begins. It is not constructed for examinee signatures, though if you work in context where that is necessary, you can also consider adopting some of this language accordingly.

Before using this language, confirm that it accurately describes how you use Argent Forensics in your practice. Adapt it to reflect your specific use. For example, if you use the platform for document organization but not AI-generated summaries, adjust the language accordingly.

This template is not legal advice. Engage in consultation and consider seeking legal guidance if you have jurisdiction-specific questions or more nuanced considerations for disclosure requirements for AI tool use in retainer agreements.

PREPARED BY: ARGENT FORENSICS

WWW.ARGENTFORENSICS.COM

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Option A: Standard Disclosure

For use in standard retainer agreements where a simple, integrated paragraph structure is preferred.

Use of Technology and Artificial Intelligence (AI)

I use electronic tools (e.g. email, pdf readers, psychometric scoring software, secure drives, and document drafting software) to ingest and store records, produce reports, administer computer-based testing, and facilitate communication. Some of these tools include specialized, secure third-party artificial intelligence (AI) integrated platforms including: [Argent Forensics; BastionGPT, etc.]. When AI is used it is employed for specific, auxiliary purposes such as formatting data, indexing and organizing voluminous case records, or providing secure file management, transcription, preliminary drafting, or focused copy editing. These tools do not formulate diagnoses, render clinical interpretations or forensic analyses, or generate professional opinions. I maintain complete oversight and responsibility for all professional work product, meaning that every technology-assisted output is personally reviewed, verified for accuracy against primary sources, and refined before inclusion into any facet of my workflow. Additionally, in accordance with my ethical and licensing obligations, all tools that interact with Protected Health Information (PHI) and/or privileged information are only used in secure, HIPAA-compliant platforms. This means that Business Associate Agreements (BAAs) are in place, and they utilize specific encryption and isolation protocols while also prohibiting the use of user data for model training. Upon request and where feasible, I will accommodate inquiries to limit or refrain from the use of specific technology tools, which may increase administrative burden and will be billed in accordance with my standard fee schedule. You are encouraged to ask questions at any time regarding the use of these tools, including any implications for disclosure to the Court.

Option B: Extended Disclosure

For use when a more thorough explanation is appropriate or preferred

Use of Technology and Artificial Intelligence (AI)

I am committed to the responsible, ethical, and secure use of technology in a manner that preserves absolute case confidentiality, professional accountability, and the integrity of the forensic evaluation process. During the assessment process I utilize secure, professional third-party technology tools to support administrative, document management, analytical, or drafting workflows. This may include psychometric scoring software, secure HIPAA-compliant cloud storage, document drafting software, or transcription services. It may also include specialized, AI-integrated tools that remain under my direct supervision to support limited evaluation workflows, including: [Argent Forensics; BastionGPT, etc.]

Scope and Limits of Use.

These advanced tools are used as administrative and supplementary aids. Permitted uses broadly include file organization, document indexing, transcription, semantic search, draft-level formatting, and copy-editing. Regardless of the task, I review and verify each output before any AI-generated information informs my analysis or enters my report. Any third-party technology platforms I use do not form opinions, make clinical judgments, or draw forensic conclusions. They are not used for direct behavioral observation, detection, or credibility assessment. My professional opinion in any evaluation is based entirely on my own clinical and forensic judgment — applied to the records, to the evaluation itself, and to the relevant professional literature.

Confidentiality, Privacy, and Data Security.

All information processed through auxiliary technology platforms is subject to the same strict confidentiality and security protections as the remainder

of the case file. I utilize only software vendors that meet healthcare-grade or legal-grade security standards (including HIPAA compliance where Protected Health Information is processed). All case records and data are encrypted at rest and in transit. Under signed Business Associate Agreements (BAAs) or technical restrictions, all utilized vendors are prohibited from secondary data use, cross-user data exposure, or utilizing submitted case materials or prompts for Ai model training or system development.

Limiting Use Upon Request

At my professional discretion and where logistically feasible, I will accommodate requests to limit or refrain from the use of specific technology tools. Doing so may increase the timeframe for submission, as well as the cumulative time spent, which will be billed in accordance with my standard fee schedule.

Accountability and Disclosure

I retain sole, non-delegable responsibility for the selection, supervision, and use of all technology tools employed throughout my evaluation. Where ethically, professionally, or legally indicated, the auxiliary use of these tools will be disclosed in my final report.

Agreement

Retention of my services constitutes agreement to this policy. Consent may be withdrawn at any time by notifying me, though withdrawal may necessitate termination or modification of the services. If you have questions about this technology, its use in your case, or any aspect of this disclosure, please feel free to ask.

Option C: Court-Retained Notice

Recommended for court-appointed, government agency, or state-retained evaluations. This level of formal notice may not be necessary, but providers should look into AI policies or prohibitions with regulatory administration within the given jurisdiction or context to ensure a clear understanding of permissions

Use of Technology and Artificial Intelligence (AI)

To ensure professional thoroughness, data security, and operation efficiency in executing Court Orders to conduct an evaluation, I utilize specialized professional technology and secure, AI-integrated software tools to support my administrative, document-management, and analytical workflows. In addition to standard secure platforms for scheduling, report drafting, file storage and management, and test administration or scoring, I also use the AI-assisted platform[s] Argent Forensics [, BastionGPT, etc.] for record review.

All technology platforms are employed for limited, supplementary functions under my direct supervision, and may assist with such tasks as file organization, chronological or contextual record mapping, administrative assistance, preliminary drafting, copy editing, or report or data formatting. These tools do not, and cannot, interpret clinical data, construct diagnostic hypotheses or formulations, interact with or observe examinee presentation or behavior, or draw forensic conclusions of any kind. The clinical formulations and expert opinions in my evaluations remain entirely the product of my independent professional judgement and discretion. Every output related to my analysis is personally audited and verified against original source documents and my training and experience as a forensic expert.

All data handled by these platforms is protected by legal-grade or healthcare-grade security standards, and vendor agreements that prohibit the secondary use of case materials for model training or external gain. My procedures for data protection and discovery remain identical to practices the court and parties expect with non-digital tools. I retain sole, non-delegable responsibility for the selection, supervision, and use of all technology tools employed throughout my evaluation. Where ethically, professionally, or legally indicated, the auxiliary use of these tools will be disclosed in my final report.

This disclosure is provided as a matter of professional transparency. Please contact me to discuss further if you have concerns or restrictions I should be aware of regarding the use of technology.

Frequently Asked Questions

Which option should I use?

Option A is appropriate for most private retainer contexts and can be inserted into existing contract templates. Option B is appropriate when you want a more thorough explanation — for example, with referral sources who are likely to have questions about AI tool use, or simply as a matter of professional practice preference. Option C is appropriate when the retaining party is a court or government agency rather than a private attorney, and the communication takes more of the form of a notification rather than a bilateral agreement.

Can I modify this language?

Yes, please do. This is a template — adapt it to accurately describe your clinical and professional voice, the tone and structure of your own intake documentation, to accurately represent your specific use of Argent Forensics, and to meet any practice-specific or jurisdiction-specific requirements.

Does this language satisfy a disclosure obligation to the examinee as well?

This language addresses disclosure to the retaining party – the attorney, court, or agency commissioning the evaluation. Disclosure to examinees is a complicated issue that will depend significantly on context – the rules and guidelines of your jurisdiction, the evaluation type and setting, and the presentation of the examinee. In most cases, if you choose to disclose to the examinee, that will be most effectively incorporated into a verbal notification provided at the outset of the interview. However, examiners should carefully consider whether this is the type of information appropriate to share – if a

practitioner routinely offers an extensive notification discussing procedural and methodological processes, then adding information about the use of artificial intelligence could be advisable. Consider your own use case and circumstances. and consult as appropriate.

Should this language be integrated into my retainer agreement or exist as a separate document?

Either approach could be viable. It is simplest to incorporate the relevant option directly into an existing retainer agreement or engagement letter. In some cases, however, a separate disclosure document may be preferable.

CONTACT AND FURTHER INFORMATION

Argent Forensics LLC

support@argentforensics.com

www.argentforensics.com/resources

Additional professional resources, including Sample Testimony Preparation and Report Disclaimers, APA AI Tool Evaluation Checklist, and Admissibility Analysis, are available for free download at argentforensics.com/resources.

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