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The ''officially released'' date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the ''officially released'' date appearing in the opinion. In no event will any such motions be accepted before the ''officially released'' date.

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FLYNN, J., dissenting. I respectfully disagree with the majority opinion and would affirm the thoughtful decision of the trial court.

I begin by citing the principle that "[i]t is established well beyond the need for citation that parties are free to contract for whatever terms on which they may agree." *Holly Hill Holdings* v. *Lowman*, 226 Conn. 748, 755, 628 A.2d 1298 (1993); so long as the contract does not violate any law or public policy. *CMG Realty of Connecticut, Inc.* v. *Colonnade One Ltd. Partnership*, 36 Conn. App. 653, 660–61, 653 A.2d 207 (1995). So too were these parties free to contract.

The plaintiff, Private Healthcare Systems, Inc. (Healthcare) and the defendant, Albert J. Torres, freely bargained for a contract that allowed Healthcare to terminate for *any* reason upon ninety days notice and that contained a separate provision permitting termination for breach of moral conduct relating to the practice of medicine. The arbitrator improperly determined, inter alia, that "[n]o strong public policy here justifies terminating him." Theft of patient monies *does* violate a strong public policy against stealing.

"Although the power of the courts to invalidate the bargains of parties on grounds of public policy is unquestioned and is clearly necessary, the impropriety of a transaction should be convincingly established in order to justify the exercise of the power. This is so because public policy also requires that parties of full age and competent understanding must have the greatest freedom of contracting, and contracts, when entered into freely and voluntarily, must be upheld and enforced by the courts." 5 S. Williston, Contracts (4th Ed. 1993) § 12:3, pp. 675–81. These principles apply to arbitrators as well as the courts.

Dr. Torres admitted that, while under a contract with the plaintiff to provide medical care to its insureds, for a period of approximately two weeks in January, 1998, he stole confidential computerized patient information, which he was able to access as a physician with privileges at Charlotte Hungerford Hospital in Torrington. He then used this information to bill patients' credit card accounts for approximately twenty telephone calls that he made to adult entertainment 900 telephone numbers. He also admitted that his theft and misuse of this data resulted in his arrest.

The court found that Dr. Torres had access to this data by virtue of his access to a computer in the doctors' lounge of the hospital. As a result of the theft, Dr. Torres was fined $5000 and reprimanded by the state department of public health, and, after the state of New York initiated reciprocal proceedings, Dr. Torres volun-

tarily surrendered his New York license to practice medicine.

Healthcare maintains a preferred provider network, and, in 1994, Dr. Torres signed an agreement becoming a participating physician in this network. Healthcare effectively terminated Dr. Torres on January 1, 2002, ''for conduct at variance with normal accepted moral behavior.'' The parties then entered arbitration, resulting in an award that overturned the contractual termination of Dr. Torres by Healthcare. The arbitrator held that Healthcare's termination of Dr. Torres violated the covenant of good faith and fair dealing implicit in the contract and that the contractual provision allowing either party to terminate with or without cause violated public policy because public policy required that there be good cause for termination. Additionally, the arbitrator held that there was no material breach of the contract by Dr. Torres, despite the doctor's admission that he stole confidential patient information, used patients' credit card numbers to telephone adult entertainers and never notified Healthcare of his arrest as his contract required.

The arbitrator, in part, rested his decision on public policies supporting the rehabilitation of physicians. The award justifies, in effect, vacating the contractual right Healthcare had under ''Credentialing Criteria'' to terminate a physician who has ''engaged in conduct that is at variance with generally accepted moral behavior.''

''The principle that agreements contrary to public policy are void should be applied with caution and only in cases plainly within the reasons on which that doctrine rests; and it is the general rule . . . that competent persons shall have the utmost liberty of contracting and that their agreements voluntarily and fairly made shall be held valid and enforced in the courts. . . . The impropriety injurious to the interests of society which will relieve a party from the obligation he has assumed must be clear and certain before the contract will be found void and unenforceable.'' (Citations omitted; internal quotation marks omitted.) *Collins* v. *Sears, Roebuck & Co.*, 164 Conn. 369, 376–77, 321 A.2d 444 (1973).

The court properly vacated the arbitrator's award on the basis that the award violated clear public policy against stealing the property of others, particularly when the theft is from persons to whom a physician is obligated to do no harm. The General Assembly has seen fit to adopt eighteen separate statutes prohibiting and penalizing various forms of larceny. See General Statutes § 53a-118 et seq. Although our common law and statutes generally limit punitive damages to no more than attorney's fees and costs, in enacting its strong policy against theft, the General Assembly has seen fit to provide for a civil remedy of treble damages for theft. See General Statutes § 52-564.

The court correctly determined that the arbitrator's award, overturning the termination of the preferred physicians agreement by Healthcare and ordering that Dr. Torres be recredentialed as a member of Healthcare's preferred provider network, should be set aside for contravening our General Assembly's strong public policy criminalizing and discouraging theft.

Accordingly, I dissent.