

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 9)***

The Providence Service Corporation
(Name of Issuer)

Common Stock, Par Value \$0.001 Per Share
(Title of Class of Securities)

743815102
(CUSIP Number)

Christopher Shackelton/Adam Gray
105 Rowayton Ave.
Rowayton, CT 06853
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 11, 2017
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 140.13d-1(g), check the following box.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons. Coliseum Capital Management, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,574,300 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,574,300 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,574,300 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 25.6%(1)	
14.	Type of Reporting Person (See Instructions) IA	

(1) Includes 1,920,545 shares of common stock, par value \$0.001 per share ("Common Stock") that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

1.	Names of Reporting Persons. Coliseum Capital, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,888,101 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,888,101 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,888,101 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 20.4 (1)%	
14.	Type of Reporting Person (See Instructions) OO	

(1) Includes 1,724,962 shares of Common Stock that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

1.	Names of Reporting Persons. Coliseum Capital Partners, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,935,869 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,935,869 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,935,869 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 13.5% (1)	
14.	Type of Reporting Person (See Instructions) PN	

(1) Includes 1,032,315 shares of Common Stock that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

1.	Names of Reporting Persons. Coliseum Capital Partners II, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 421,083 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 421,083 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 421,083 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.1% (1)	
14.	Type of Reporting Person (See Instructions) PN	

(1) Includes 168,498 shares of Common Stock that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

1.	Names of Reporting Persons. Coliseum Capital Co-Invest, L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) WC
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 524,149 (1)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 524,149 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 524,149 (1)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 3.8%(1)
14.	Type of Reporting Person (See Instructions) PN

(1) Consists of shares of Common Stock that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

1.	Names of Reporting Persons. Adam Gray	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,574,300 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,574,300 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,574,300 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 25.6%(1)	
14.	Type of Reporting Person (See Instructions) IN	

(1) Includes 1,920,545 shares of Common Stock that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

1.	Names of Reporting Persons. Christopher Shackelton	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,574,300 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,574,300 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,574,300 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 25.6%(1)	
14.	Type of Reporting Person (See Instructions) IN	

(1) Includes 1,920,545 shares of Common Stock that could be obtained upon the conversion shares of shares of Series A Preferred Stock beneficially owned by the Reporting Person.

Explanatory Note: This Amendment No. 9 (this “Amendment”), to the Schedule 13D (the “Initial 13D”) filed by the Filers with the Securities and Exchange Commission (the “SEC”) on July 30, 2012, as amended and supplemented by Amendment No. 1 to the Initial 13D filed on August 20, 2012, Amendment No. 2 to the Initial 13D filed on September 13, 2012, Amendment No. 3 to the Initial 13D filed on November 28, 2012, Amendment No. 4 to the Initial 13D filed on August 15, 2013, Amendment No. 5 to the Initial 13D filed on October 28, 2014, Amendment No. 6 to the Initial 13D filed on February 23, 2015, Amendment No. 7 to the Initial 13D filed on March 16, 2015, and Amendment No. 8 to the Initial 13D filed on March 17, 2017, amends and supplements certain of the items set forth therein.

As used in this Amendment, the term “Filers” collectively refers to:

- Coliseum Capital Management, LLC, a Delaware limited liability company (“CCM”);
- Coliseum Capital, LLC, a Delaware limited liability company (“CC”);
- Coliseum Capital Partners, L.P., a Delaware limited partnership (“CCP”);
- Coliseum Capital Partners II, L.P., a Delaware limited partnership (“CCP2”);
- Coliseum Capital Co-Invest, L.P., a Delaware limited partnership (“CCC”);
- Adam Gray (“Gray”); and
- Christopher Shackelton, a director of the Issuer (“Shackelton”).

Item 1. Security and Issuer.

Item 1 is hereby amended and supplemented as follows:

The principal executive office of the Issuer is located at 700 Canal Street, Third Floor, Stamford, Connecticut 06902.

Item 2. Identity and Background.

Item 2(b) is hereby amended and replaced in its entirety with the following:

The business address of the Filers is 105 Rowayton Ave., Rowayton, Connecticut 06853.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and supplemented as follows:

The information relating to the beneficial ownership of Common Stock by each of the Filers set forth in Rows 7 through 13 of the cover pages hereto is incorporated herein by reference. The percentages set forth in Row 13 for all cover pages filed herewith are calculated based upon 13,305,502 shares of Common Stock outstanding as of November 3, 2017 (excluding treasury shares of 3,944,171 shares of Common Stock), as reported in the Issuer’s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017, as filed with the SEC on November 8, 2017.

CUSIP No. 743815102 (Common Stock)

The Filers effected the following transactions in the Common Stock in privately negotiated transactions on the dates indicated, and such transactions are the only transactions in the Common Stock by the Filers in the sixty days preceding the filing of this Amendment:

<u>Name</u>	<u>Purchase or Sale</u>	<u>Date</u>	<u>Number of Shares</u>	<u>Weighted Average Price Per Share</u>
CCP	Sale	12/11/2017	195,138	\$ 56.07
CCP2	Sale	12/11/2017	44,928	\$ 56.07
Separate Account	Sale	12/11/2017	74,539	\$ 56.07

Except as set forth in Item 6 hereof, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock or the Issuer's Series A Convertible Preferred Stock, par value \$0.001 per share (the "Series A Preferred Stock") reported herein.

The information contained in Item 6 is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

In connection with the transactions described in Item 5, pursuant to a Lock-Up Agreement between CCM and Jefferies LLC ("Jefferies") dated December 11, 2017 (the "Lock-Up Agreement"), the Filers, among other things, agreed that, for thirty days, the Filers will not, without the prior written consent of Jefferies (which consent may be withheld in its discretion):

- sell, offer to sell, contract to sell or lend any Ordinary Shares or Related Securities (each as defined in the Lock-Up Agreement);
- effect any short sale or establish or increase any put equivalent position or liquidate or decrease any call equivalent position of any Ordinary Shares or Related Securities;
- pledge, hypothecate or grant any security interest in any Ordinary Shares or Related Securities;
- in any other way transfer or dispose of any Ordinary Shares or Related Securities;
- enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of any Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise;
- announce the offering of any Ordinary Shares or Related Securities;
- participate in the filing of any registration statement under the Securities Act of 1933, as amended, in respect of any Ordinary Shares or Related Securities; or
- Publicly announce the intention to do any of the foregoing.

The foregoing description of the Lock-Up Agreement is qualified in its entirety by reference to the Lock-Up Agreement, which is filed hereto as Exhibit 5 and incorporated herein by reference.

CCM is an investment adviser whose clients, including CCP, CCP2, CCC and the Separate Account, have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock and the Series A Preferred Stock. CC is the general partner of CCP, CCP2 and CCC. Gray and Shackelton are the managers of CC and CCM. CCM may have the right to receive performance-related fees from the Separate Account, and CC may have the right to receive performance-related fees from CCP, CCP2 and CCC.

CUSIP No. 743815102 (Common Stock)

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby supplemented as follows:

<u>Exhibit No.</u>	<u>Description</u>
5	Lock-Up Agreement between CCM and Jefferies LLC, dated December 11, 2017.

SIGNATURES

After reasonable inquiry and to the best of my knowledge, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 13, 2017

COLISEUM CAPITAL MANAGEMENT, LLC

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

COLISEUM CAPITAL PARTNERS, L.P.

By: Coliseum Capital, LLC, General Partner

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

COLISEUM CAPITAL CO-INVEST, L.P.

By: Coliseum Capital, LLC, General Partner

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

CHRISTOPHER SHACKELTON

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

COLISEUM CAPITAL, LLC

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

COLISEUM CAPITAL PARTNERS II, L.P.

By: Coliseum Capital, LLC, General Partner

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

ADAM GRAY

By: /s/ Chivonne Cassar
Chivonne Cassar, Attorney-in-fact

Lock-up Agreement

December 11, 2017

Jefferies LLC (“**Jefferies**” or “**you**”)
520 Madison Avenue
New York, New York 10022

RE: The Providence Service Corporation (the “**Company**”)

Ladies & Gentlemen:

Coliseum Capital Management, LLC (“**the undersigned**” or “**Selling Stockholder**”) is the investment manager of certain funds and accounts who are the record or beneficial owner of common stock of the Company (“**Ordinary Shares**”) and Related Securities (as defined below). In connection with a possible transaction involving the sale of up to 315,000 Ordinary Shares of the Company (“**Transaction**”), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Selling Stockholder agrees as follows:

During the period commencing the date hereof and ending (and including) the 30th day from the date hereof (“**Lock-up Period**”), the Selling Stockholder will not, without the prior written consent of Jefferies (which consent may be withheld in its sole discretion), directly or indirectly, on behalf of itself or its managed funds and accounts: (i) sell, offer to sell, contract to sell or lend any Ordinary Shares or any options or warrants or other rights to acquire Ordinary Shares or any securities exchangeable or exercisable for or convertible into Ordinary Shares (“**Related Securities**”); (ii) effect any short sale or establish or increase any put equivalent position or liquidate or decrease any call equivalent position of any Ordinary Shares or Related Securities; (iii) pledge, hypothecate or grant any security interest in any Ordinary Shares or Related Securities; (iv) in any other way transfer or dispose of any Ordinary Shares or Related Securities; (v) enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of any Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise; (vi) announce the offering of any Ordinary Shares or Related Securities; (vii) participate in the filing of any registration statement under the Securities Act in respect of any Ordinary Shares or Related Securities; or (viii) publicly announce the intention to do any of the foregoing.

Each of the undersigned’s managed funds and accounts now has, and for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned’s Shares, free and clear of all liens, encumbrances, and claims whatsoever.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the undersigned’s Ordinary Shares and Related Securities on behalf of its managed funds and accounts except in compliance with the foregoing restrictions.

The undersigned confirms that the undersigned has not taken any action designed to or that might reasonably be expected to cause or result in the manipulation of the price of any security of the Company. The undersigned will not take, directly or indirectly, any such action.

Whether or not any Transaction occurs as currently contemplated or at all depends on market conditions and other factors. Any Transaction will only be made pursuant to a subsequent written agreement, the terms of which are subject to negotiation between the Selling Stockholder and you.

Coliseum Capital Management, LLC

December 11, 2017

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The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and permitted assigns of the undersigned. The undersigned acknowledges that you are relying on the representations and agreements of the undersigned contained in this letter agreement.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement incorporates the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by each party. This Agreement may be executed in one or more facsimile or emailed PDFs, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. This Agreement shall not be assigned by the Selling Stockholder. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed via nationally recognized overnight courier service or hand delivered (a) if to Selling Stockholder, to Coliseum Capital Management, LLC, 105 Rowayton Avenue, Rowayton, CT 06853 Attn: Adam Gray, and (b) if to you, at the address set forth above, Attention: General Counsel.

[Signature page follows]

COLISEUM CAPITAL MANAGEMENT, LLC

By: /s/ Adam Gray

Name: Adam Gray

Title: Managing Partner