UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): April 11, 2018 (April 9, 2018)

The Providence Service Corporation

(Exact name of registrant as specified in its charter)

Delaware	**001-34221**	**86-0845127**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

700 Canal Street, Third Floor, Stamford, CT	**06902**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (203) 307-2800

Not Applicable
(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:

☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On April 11, 2018, The Providence Service Corporation (the "Company") announced an organizational consolidation plan to integrate substantially all activities and functions performed at the corporate holding company level into its wholly-owned subsidiary, LogistiCare Solutions, LLC ("LogistiCare"). In connection with this plan, the Company has entered into an agreement with R. Carter Pate for his continued employment as the Company's Interim CEO. The company has also adopted an employee retention plan designed to incentivize current holding company level employees to remain employed with the Company during the transition. The terms of the agreement and retention plan are described below.

CEO Employment Terms

On April 9, 2018, the Company entered into an agreement effective April 9, 2018 with Mr. Pate providing for an award of options to purchase Company Common Stock (the "Option Agreement").

The Option Agreement also extends the term of Mr. Pate's employment as Interim Chief Executive Officer through June 30, 2019. In this role, Mr. Pate will devote his full working time to the Company.

The Option Agreement provides for a grant of unvested options to purchase up to 394,000 shares of Company Common Stock, par value $.001, at a price of $71.67 per share, which was the closing price of the Company's Common Stock on the grant date. The options are subject to vesting as follows: (i) 50% of the options will become vested if Mr. Pate remains employed by the Company through June 30, 2019 (the "Time-Vesting Options"), (ii) 25% of the options will become vested on March 19, 2019 if the Company has achieved its budget for its 2018 fiscal year, subject to certain adjustments, and Mr. Pate is then employed, and (iii) 25% of the options will become vested on March 19, 2019 subject to Mr. Pate's achievement of other performance metrics if Mr. Pate is then employed. In addition, the Time-Vesting Options will become fully vested upon a "change in control" (as defined in the Company's 2006 Long-Term Incentive Plan) or a termination of Mr. Pate's employment by the Company without "cause" (as defined in the 2015 Holding Company LTI Program) or for "good reason" (as defined in the Option Agreement). Once vested, the options will remain exercisable until April 8, 2021 unless terminated earlier due to a termination of Mr. Pate's employment for "cause."

Under the terms of the Option Agreement, Mr. Pate has also agreed to a reduction in base salary from $700,000 per year to $500,000 per year plus a monthly amount of $1,177.04 for health coverage premiums. The terms of the Option Agreement do not provide for Mr. Pate's participation in any of the Company's short-term or long-term incentive compensation plans.

Also, Mr. Pate agreed to customary restrictive covenants in favor of the Company, including a one year noncompetition and nonsolicitation restriction.

The foregoing description of the Option Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Option Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Executive Officers

On April 9, 2018, the Company appointed William Severance as Interim Chief Financial Officer of the Company effective April 11, 2018. Mr. Severance no longer serves as Chief Accounting Officer of the Company. In connection with this appointment, effective April 11, 2018, Mr. Severance's base salary was increased from $318,270 to $450,000 and his annual target bonus was increased from 50% to 75% of his base salary. Also in connection with this appointment, on April 9, 2018, Mr. Severance received an option to purchase 13,710 shares of Company Common Stock at a price of $71.67 per share, the closing price of the Company's Common Stock on the grant date. The option will become fully exercisable on May 10, 2019, subject to Mr. Severance's continued employment with the Company, and if not exercised will expire on December 31, 2020.

Also, on April 9, 2018, the Company appointed Laurence Orton as Interim Chief Accounting Officer and Senior Vice President Finance of the Company, and David Shackelton as Chief Transformation Officer of the Company, each effective April 11, 2018. In connection with such appointments, effective April 11, 2018, Mr. Orton no longer has the title of Corporate Controller and Vice President Finance of the Company and Mr. Shackelton no longer has the title of Chief Financial Officer of the Company. Mr. Shackelton's responsibilities as Chief Transformation Officer will include overseeing the transition of the Company's financial reporting capabilities and systems from the holding company level in Stamford, CT to LogistiCare in Atlanta, GA.

Mr. Severance, 51, had served as Chief Accounting Officer since February 2016. Prior to joining the Company, Mr. Severance served as the Chief Accounting Officer of the Gilt Groupe, a pioneer in e-commerce in the U.S., from 2010 to January 2016. Prior to that, he served in various roles for Travelport Limited, a global travel commerce platform providing distribution and technology solutions to the travel industry, from 2005 to 2009; and IAC/InterActiveCorp, a leading media and Internet company, from 1999 to 2005. Mr. Severance also worked for 11 years for Ernst and Young LLP in the Atlanta, New York and Hamburg, Germany offices. He received a bachelor's degree in accounting from Louisiana State University and is a member of the Georgia Society of CPAs and American Institute of CPAs.

Mr. Orton, 46, had served as the Company's Corporate Controller and Vice President Finance since June 2017. Prior to joining the Company, he was with Chemtura Corporation from 2005 to 2017, where he most recently served as Vice President and Chief Accounting Officer from November 2012 to June 2017. Prior to working at Chemtura, Mr. Orton worked at Avecia Group PLC and Ernst and Young in the United Kingdom. Mr. Orton received a bachelor's degree in industrial economics from the University of Nottingham, U.K. School of Management and Finance and is a Chartered Accountant and member of the Institute of Chartered Accountants for England and Wales.

There are no transactions involving either Mr. Orton or Mr. Severance that are required to be reported under Item 404 of Regulation S-K.

Employee Retention Plan

In connection with the organizational consolidation plan described above, on April 9, 2018, the Company's board of directors approved an employee retention plan (the "Retention Plan"). The Retention Plan became effective on April 9, 2018 and covers Mr. Shackelton, Mr. Severance and Sophia Tawil, the Company's General Counsel and Secretary (the "Specified NEOs"). The Retention Plan provides for certain payments and benefits to be provided to the Specified NEOs if they remain employed with the Company through a retention date established for each Specified NEO (the "Retention Date"). If the Specified NEO remains employed with the Company through the applicable Retention Date, or is terminated by the Company without "cause" (as defined in the Retention Plan), or by the Specified NEO as a result of a material reduction in base salary or target bonus, prior to the Retention Date, the Specified NEO will be entitled to (i) a retention bonus equal to 100% of the Specified NEO's base salary, payable in two installments following the Retention Date, (ii) a pro rata bonus or prior year annual bonus, depending on the date of termination, (iii) accelerated vesting of all of the Specified NEO's restricted stock awards and option awards, (iv) an extension of option exercisability through December 31, 2020, and (v) reimbursement for the Company portion of health insurance premiums for a period of up to seven months following termination. Specified NEOs who accept benefits under the Retention Plan will not be entitled to any other severance pay or benefits if their employment is terminated during the retention period. Also, each of the Specified NEOs may apply for an employment transfer to LogistiCare, which if accepted by the Company would change the terms and conditions of the employee's retention award.

The terms of the Retention Plan require a release of claims against the Company as a condition to payment and provide for customary confidentiality, non-disparagement and non-solicitation restrictions.

The foregoing descriptions of the Retention Plan do not purport to be complete and are qualified in their entirety by reference to the full text of the Retention Plan, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 8.01 Other Events

On April 11, 2018, the Company issued a press release announcing an organizational consolidation plan to integrate substantially all activities and functions performed at the corporate holding company level into its wholly-owned subsidiary, LogistiCare. A copy of the Company's press release regarding these events is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1†	Option Agreement, dated April 9, 2018, between The Providence Service Corporation and R. Carter Pate.
10.2†	The Providence Service Corporation Employee Retention Plan.
99.1	Press release, dated April 11, 2018.

† Management contract or compensatory plan or arrangement.

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.

THE PROVIDENCE SERVICE CORPORATION

Date: April 11, 2018

By: /s/ Sophia Tawil
Name: Sophia Tawil
Title: General Counsel and Secretary

Exhibit 10.1

THE PROVIDENCE SERVICE CORPORATION
NON-QUALIFIED STOCK OPTION

To: Carter Pate

Date of Grant: April 9, 2018

As of April 9, 2018, the Company will pay you at the annualized salary rate of $500,000 per year, payable in substantially equal installments in accordance with the Company's regular payroll schedule plus a monthly amount of $1,177.04 which represents the amount paid by the Company for insurance benefits provided for the former CEO of the Company including, as applicable, health, dental, life, vision and disability benefits. Your title will be Interim Chief Executive Officer (or such other title as the Company determines from time to time in its discretion). Such employment will have a term (the "Term") commencing as of the date hereof and, if not previously terminated in accordance with the terms of this agreement (the "Agreement"), ending at the close of business on June 30, 2019. This Agreement amends the letter agreement effective as of November 15, 2017 between you and the Company which set forth the terms of your employment as the Company's Interim CEO (the "Employment Agreement"). In the event of any conflict between the terms of this Agreement and the terms of the Employment Agreement, the terms of this Agreement shall govern.

You are hereby granted an option, effective as of the date hereof, to purchase up to 394,000 shares of common stock, $.001 ("Common Stock"), of The Providence Service Corporation, a Delaware corporation (the "Company"), at the price of $71.67 per share, the closing price of the Common Stock on the Nasdaq Global Select Market on the Date of Grant, pursuant to the terms and conditions set forth below, and pursuant to the Company's 2006 Long-Term Incentive Plan, as amended (the "Plan").

This option shall terminate and is not exercisable after 11:59 p.m. eastern time on April 8, 2021 (the "Scheduled Termination Date"), except if terminated earlier as hereafter provided.

Your option granted hereunder shall vest as separately provided to you, and may be exercised on and after each vesting date, and prior to the Scheduled Termination Date; provided that the Time Vested portion of this option shall become fully vested upon a "Change in Control" (as defined in the Plan) or termination of your employment by the Company without "Cause" (as defined in the 2015 Holding Company LTI Program, a sub-plan to the Plan) or for "Good Reason" (as defined below).

As used herein, "Good Reason" shall mean the occurrence of any of the following, without your consent, that is not cured by the Company within thirty (30) days of the Company's receipt of your written notice that the occurrence constitutes Good Reason: (i) a reduction of your base salary, other than a reduction which is generally applicable to all executives of the Company; or (ii) a material breach by the Company of an employment agreement between you and the Company; provided that (A) any resignation for Good Reason must be made within sixty (60) days of the occurrence set forth in (i) - (ii) above and (B) any resignation by you while the Company has "Cause" for termination of your employment shall be considered to be a resignation without Good Reason; and provided further, that you shall not have the right to terminate your employment for Good Reason unless you actually terminate employment within ninety (90) days following receipt of, and in accordance with, your written notice.

In addition to the vesting requirements provided to you, (i) during the Term or until such earlier date as determined by the Company, you shall have full time CEO expectations, and you will be expected to spend 75% of your time in Stamford, CT, Atlanta, GA, London, England or Tucson, AZ subject to reasonable vacation days, and you will accept no new board of directors or consulting assignments, (ii) in consideration of the benefits provided to you under this Agreement, you agree to the restrictive covenants set forth in Exhibit A hereto and (iii) as a further condition to the vesting of the options described herein, the Company may require you to execute a general release of all claims relating to your employment.

You may exercise your option granted hereunder by giving written notice to the Secretary of the Company on forms supplied by the Company at its then principal executive office, accompanied by payment of the option price for the total number of shares you specify that you wish to purchase. The payment may be in any of the following forms: (a) cash, which may be evidenced by a check and includes cash received from a stock brokerage firm in a so-called "cashless exercise"; (b) (unless prohibited by the Administrator) certificates representing shares of Common Stock of the Company, which will be valued by the Secretary of the Company at the fair market value per share of the Company's Common Stock (as determined in accordance with the Plan) on the date of delivery of such certificates to the Company, accompanied by an assignment of the stock to the Company; or (c) (unless prohibited by the Administrator) any combination of cash and Common Stock of the Company valued as provided in clause (b). Any transfer of stock in payment of the option price for the options granted hereunder shall be in a form and substance satisfactory to the Secretary of the Company, including guarantees of signature(s) and payment of all transfer taxes if the Secretary deems such guarantees necessary or desirable.

Notwithstanding anything to the contrary in the Plan, your vested option will, to the extent not previously exercised by you, terminate (i) immediately in the event of your termination for Cause, or (ii) on the Scheduled Termination Date if your Employment (as defined in the Plan) by the Company or a Company subsidiary corporation is terminated (whether such termination be voluntary or involuntary) other than by reason of Disability (as defined in the Plan) or death

Notwithstanding anything to the contrary in the Plan, if you die while employed by the Company or a Company subsidiary corporation, your executor or administrator, as the case may be, may, at any time after the date of your death (but in no event later than the Scheduled Termination Date), exercise the option as to any shares which you had a vested right to purchase and did not purchase during your lifetime. If your Employment with the Company or a Company parent or subsidiary corporation is terminated by reason of your Disability, you or your legal guardian or custodian may at any time within one (1) year after the date of such termination (but in no event later than the Scheduled Termination Date), exercise the option as to any shares which you had a vested right to purchase and did not purchase prior to such termination. Your executor, administrator, guardian or custodian must present proof of his authority satisfactory to the Company prior to being allowed to exercise this option.

After the date your Employment is terminated, as aforesaid, you may exercise this option only for the number of shares then available for purchase under this option on the date your Employment terminated. If you are employed by a Company subsidiary corporation, your Employment shall be deemed to have terminated on the date your employer ceases to be a Company subsidiary corporation, unless you are on that date transferred to the Company or another Company subsidiary corporation. Your Employment shall not be deemed to have terminated if you are transferred from the Company to a Company subsidiary corporation, or vice versa, or from one Company subsidiary corporation to another Company subsidiary corporation.

In the event of any change in the outstanding shares of the Common Stock of the Company by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Administrator deems in its sole discretion to be similar circumstances, the number and kind of shares subject to this option and the option price of such shares shall be appropriately adjusted in a manner to be determined in the sole discretion of the Administrator, whose decision shall be final, binding and conclusive in the absence of clear and convincing evidence of bad faith.

In the event of a liquidation or proposed liquidation of the Company, including (but not limited to) a transfer of assets followed by a liquidation of the Company, or in the event of a Change in Control that is anticipated to be effected pursuant to a definitive agreement with a third party for sale of the Company to the third party, the Administrator shall have the right to require you to exercise this option upon thirty (30) days prior written notice to you. If at the time such written notice is given this option is not otherwise exercisable, the written notice will set forth your right to exercise this option even though it is not otherwise exercisable conditioned on the Change in Control actually occurring. In the event this option is not exercised by you within the thirty (30) day period set forth in such written notice, this option shall terminate on the last day of such thirty (30) day period, notwithstanding anything to the contrary contained in this option.

This option is not transferable otherwise than by will or the laws of descent and distribution, and is exercisable during your lifetime only by you, including, for this purpose, your legal guardian or custodian in the event of Disability. Until the option price has been paid in full pursuant to due exercise of this option and the purchased shares are delivered to you, you do not have any rights as a shareholder of the Company. The Company reserves the right not to deliver to you the shares purchased by virtue of the exercise of this option during any period of time in which the Company deems, in its sole discretion, that such delivery would violate a federal, state, local or securities exchange rule, regulation or law.

Notwithstanding anything to the contrary contained herein, this option is not exercisable until all the following events occur and during the following periods of time:

(a) During any period of time in which the Company deems that the exercisability of this option, the offer to sell the shares optioned hereunder, or the sale thereof, may violate a federal, state, local or foreign law, rule or regulation, or any applicable securities exchange or listing rule or agreement, or may cause the Company to be legally obligated to issue or sell more shares than the Company is legally entitled to issue or sell;

(b) Until you have paid or made suitable arrangements to pay (which may include payment through the surrender of Common Stock, unless prohibited by the Administrator) (i) all federal, state, local and foreign tax withholding required by the Company in connection with the option exercise and (ii) the employee's portion of other federal, state, local and foreign payroll and other taxes due in connection with the option exercise.

Further, nothing herein guarantees you employment for any specified period of time. You recognize that, for instance, you may terminate your Employment or the Company or any of its affiliates may terminate your Employment prior to the date on which your option becomes vested or exercisable.

You understand and agree that the existence of this option will not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issuance of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the common shares or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

Any notice you give to the Company must be in writing and either hand-delivered or mailed to the office of the General Counsel of the Company. If mailed, it should be addressed to the General Counsel of the Company at its then main headquarters. Any notice given to you will be addressed to you at your address as reflected on the personnel records of the Company. You and the Company may change the address for notice by like notice to the other. Notice will be deemed to have been duly delivered when hand-delivered or, if mailed, on the day such notice is postmarked.

Any dispute or disagreement between you and the Company with respect to any portion of this option or its validity, construction, meaning, performance or your rights hereunder shall be settled by arbitration, at a location designated by the Company, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor, as amended from time to time. However, prior to submission to arbitration you will attempt to resolve any disputes or disagreements with the Company over this option amicably and informally, in good faith, for a period not to exceed two weeks. Thereafter, the dispute or disagreement will be submitted to arbitration. At any time prior to a decision from the arbitrator(s) being rendered, you and the Company may resolve the dispute by settlement. You and the Company shall equally share the costs charged by the American Arbitration Association or its successor, but you and the Company shall otherwise be solely responsible for your own respective counsel fees and expenses. The decision of the arbitrator(s) shall be made in writing, setting forth the award, the reasons for the decision and award and shall be binding and conclusive on you and the Company. Further, neither you nor the Company shall appeal any such award. Judgment of a court of competent jurisdiction may be entered upon the award and may be enforced as such in accordance with the provisions of the award.

This option shall be subject to the terms of the Plan in effect on the date this option is granted, which terms are hereby incorporated herein by reference and made a part hereof. Except as expressly provided herein, in the event of any conflict between the terms of this option and the terms of the Plan in effect on the date of this option, the terms of the Plan shall govern. This option and the vesting provisions provided to you constitute the entire understanding between the Company and you with respect to the subject matter hereof and no amendment, supplement or waiver of this option, in whole or in part, shall be binding upon the Company unless in writing and signed by an authorized officer of the Company (other than you). This option and the performances of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware.

Please sign the copy of this Agreement and return it to the Company's Secretary, thereby indicating your understanding of and agreement with its termination and conditions.

THE PROVIDENCE SERVICE CORPORATION

By: /s/ Richard Kerley

Title: Director

ACKNOWLEDGMENT

I hereby acknowledge receipt of a copy of the Plan and the vesting conditions applicable to the options described herein. I hereby represent that I have read and understood the terms and conditions of the Plan and of this option (inclusive of the vesting conditions separately provided to me). I hereby signify my understanding of, and my agreement with, the terms and conditions of the Plan and of this option. I agree to accept as binding, conclusive, and final all decisions or interpretations of the Administrator concerning any questions arising under the Plan with respect to this option. I accept this option in full satisfaction of any previous written or verbal promise made to me by the Company or any of its affiliates with respect to option or stock grants.

Date April 11, 2018

/s/ R. Carter Pate
Signature of Optionee, Carter Pate

Exhibit A

Restrictive Covenants

(a) Non-Competition. During his employment with The Providence Service Corporation, a Delaware corporation, with its corporate headquarters located at 700 Canal Street, Third Floor, Stamford, Connecticut 06902, its successors and assigns (the "Company") or any of its affiliates and during the one (1) year period following the effectiveness of the termination of his employment by the Company or by him for any reason, Carter Pate ("the Executive") will not, in any capacity (including, but not limited to, owner, partner, member shareholder, consultant, advisor, financier, agent, employee, officer, director, manager or otherwise), directly or indirectly, for Executive's own account or for the benefit of any natural person, corporation, partnership, trust, estate, joint venture, sole proprietorship, association, cooperative or other entity (any of the foregoing, a "Person"), establish, engage in, finance, advise, work for, or be connected with, except as an employee of the Company, any business engaged in the provision of non-emergency medical transportation in the United States (a "Competitive Business"). Notwithstanding the foregoing, (A) nothing in this Exhibit A shall preclude Executive from serving in any capacity (i.e., whether as an employee, partner, principal, member, investor, consultant or otherwise) to or in respect of a business or entity (including, without limitation, an investment trust or investment partnership) that provides investment services or is otherwise engaged in the business of investing capital for third parties, or any manager or affiliate of any of the foregoing (any such entity, manager or affiliate hereafter called an "Investment Firm") or that provides legal or accounting services, so long as Executive does not have personal, direct and material responsibilities for the day to day operations of any Competitive Business in which such Investment Firm has made or directed an investment.

(b) Non-Solicitation/Non-Piracy. During Executive's employment with the Company or any of its affiliates and for a period of one (1) year thereafter, Executive will not, directly or indirectly, for Executive's own account or for the benefit of any Person or entity:

(i) solicit, service, supply or sell to, contact, or aid in the solicitation, servicing, supplying or selling to any Person or entity which is or was a customer, prospective customer, client, prospective client, contractor, subcontractor or supplier of the Company or its affiliates within one (1) year prior to Executive's termination of employment ("Company Customers/Clients"), for the purpose of (A) selling services or goods in competition with the Company or its affiliates; (B) inducing Company Customers/Clients to cancel, transfer or cease doing business in whole or in part with the Company or any of its affiliates or (C) inducing Company Customers/Clients to do business with any Person in competition with the Company or its affiliates; or

(ii) solicit, aid in solicitation of, induce, contact for the purpose of, encourage or in any way cause any employee of the Company or any of its affiliates to leave the employ of the Company or its affiliates, or otherwise interfere with such employee's relationship with the Company or any of its affiliates. Nothing in this Exhibit A shall preclude the Executive from making good faith generalized solicitations for employees through advertisements or search firms not specifically directed at such persons.

(c) Non-Disclosure. Other than in furtherance of the business of the Company, in the ordinary course in Executive's capacity as an employee hereunder, Executive will not, at any time, except with the express prior written consent of the Board, directly or indirectly, disclose, communicate or divulge to any Person, or use for the benefit of any Person, any secret, confidential or proprietary knowledge or information relating to the Company or any of its affiliates including, but not limited to, customer and client lists, customer and client accounts and information, prospective client, customer, contractor or subcontractor lists and information, services, techniques, methods of operation, pricing, costs, sales, sales strategies or methods, marketing, marketing strategies or methods, products, product development, research, know-how, policies, financial information, financial condition, business strategies or plans or other information of the Company or its affiliates which is not generally available to the public. Upon the expiration or termination of Executive's employment with the Company or any affiliate, Executive shall immediately deliver to the Company all memoranda, books, papers, letters and other data (whether in written form or computer stored), and all copies of same, which were made by Executive or came into Executive's possession or under Executive's control at any time prior to the expiration or termination of Executive's employment, and which in any way relate to the business, assets or properties of the Company or any of its affiliates as conducted or as planned to be conducted by the Company or its affiliates; provided that Executive can keep such documents and information as are pertinent to the terms of Executive's employment and the compensation payable to Executive in respect thereof subject to other restrictions and provisions set forth in this Exhibit A. Executive acknowledges that Executive shall be immunized against criminal and civil liability under federal or state trade secret laws if Executive discloses a trade secret for the purpose of reporting a suspected violation of law and that immunity is available if Executive discloses a trade secret in either of following two circumstances: (i) Executive discloses the trade secret (A) in confidence, (B) directly or indirectly to a government official (federal, state or local) or to a lawyer, (C) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a legal proceeding, Executive discloses the trade secret in the complaint or other documents filed in the case, so long as the document is filed under seal. Further, notwithstanding the foregoing, this Agreement is not intended to, and shall be interpreted in a manner that does not, limit or restrict Executive from exercising any legally protected whistleblower right (including pursuant to Rule 21F under the Securities Exchange Act of 1934).

(d) Intellectual Property. Executive will promptly communicate to the Company, in writing when requested, all software, designs, techniques, concepts, methods and ideas, other technical information, marketing strategies and other ideas and creations pertaining to the business of the Company which are conceived of or developed by Executive alone or with others, at any time (during or after business hours) while Executive is employed by the Company or any of its affiliates. Executive acknowledges that all of those ideas and creations are inventions and works for hire, and will be the Company's or its affiliates' exclusive property. Executive will sign any documents which the Company deems necessary to confirm its ownership of those ideas and creations and Executive will cooperate with the Company to facilitate the ability of the Company to own or exploit all of those ideas and creations.

(e) Non-Disparagement. Executive will not at any time publish or communicate disparaging or derogatory statements or opinions about the Company or its affiliates, including but not limited to, disparaging or derogatory statements or opinions about the Company's or its affiliates' management, products or services to any third party. It shall not be a breach of the terms of this Exhibit A for Executive to testify truthfully in any judicial or administrative proceeding or to make statements or allegations in legal filings, including, without limitation, any such filings made by Executive to enforce Executive's rights against the Company or any of its affiliates, that are based on Executive's reasonable belief and are not made in bad faith.

(f) Enforcement. Executive acknowledges that the covenants and agreements of this Exhibit A (the "Covenants") herein are of a special and unique character, which gives them peculiar value, the loss of which cannot be reasonably or adequately compensated for in an action at law. Executive further acknowledges that any breach or threat of breach by Executive of any of the Covenants will result in irreparable injury to the Company for which money damages could not be adequate to compensate the Company. Therefore, in the event of any such breach or threatened breach, the Company shall be entitled, in addition to all other rights and remedies which the Company may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining Executive and/or all other Persons involved therein from committing a breach or continuing such breach. The remedies granted to the Company in this Agreement are cumulative and are in addition to remedies otherwise available to the Company at law or in equity. The Covenants contained in this Exhibit A are independent of any other provision of the Agreement, and the existence of any claim or cause of action which Executive or any such other Person may have against the Company shall not constitute a defense or bar to the enforcement of any of the Covenants. If the Company is obliged to resort to litigation to enforce any of the Covenants which has a fixed term, then such term shall be extended for a period of time equal to the period during which a breach of such Covenant was occurring, beginning on the date of a final court order (without further right of appeal) holding that such a breach occurred, or, if later, the last day of the original fixed term of such Covenant.

(g) Acknowledgements. Executive expressly acknowledges that the Covenants are a material part of the consideration bargained for by the Company and, without the agreement of Executive to be bound by the Covenants, the Company would not have agreed to enter into this Agreement. Executive further acknowledges and agrees that the business of the Company and its services are highly competitive, and that the Covenants contained in this Exhibit A are reasonable and necessary to protect the Company's legitimate business interests. In addition, Executive acknowledges that in the event Executive's employment with the Company terminates, Executive will still be able to earn a livelihood without violating this Agreement, and that the Covenants contained in this Exhibit A are material conditions to Executive's employment and continued employment with the Company.

(h) Scope. If any portion of any Covenant or its application is construed to be invalid, illegal or unenforceable, then the remaining portions and their application shall not be affected thereby, and shall be enforceable without regard thereto. If any of the Covenants is determined to be unenforceable because of its scope, duration, geographical area or similar factor, then the court or other trier of fact making such determination shall modify, reduce or limit such scope, duration, area or other factor, and enforce such Covenant to the extent it believes such factor(s) to be lawful and appropriate. For purposes of this Exhibit A, the term "affiliates" excludes all entities or persons other than those controlled or partially owned by the Company.

(i) Costs; Expenses in the Event of Breach. In the event that Executive breaches or attempts to breach the Covenants, the Company shall be entitled to reimbursement from Executive for all costs and expenses associated with any successful action to enforce any of the Covenants, including but not limited to reasonable attorneys' fees and costs of litigation. Should the Company file an action against Executive relating to a breach of the Covenants, and a court of competent jurisdiction determines that Executive did not breach any of the Covenants, Executive shall be entitled to reimbursement from the Company of all costs and expenses associated with defending against such action asserting a breach, including reasonable attorneys' fees and costs.

Exhibit 10.2

THE PROVIDENCE SERVICE CORPORATION
700 CANAL STREET, THIRD FLOOR
STAMFORD, CONNECTICUT 06902

CONFIDENTIAL

April __, 2018

[PARTICIPANT NAME]
c/o The Providence Service Corporation
700 Canal Street, Third Floor
Stamford, Connecticut 06902

Re: Employee Retention Plan

Dear [FIRST NAME]:

This letter agreement (the "Retention Letter") relates to The Providence Service Corporation Employee Retention Plan (the "Plan"). Through this Retention Letter, you are being offered the opportunity to become a participant in the Plan. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Plan.

The Company has designated you as a Participant and thereby, subject to your execution and delivery of this Retention Letter to the Company within ten (10) days following the date hereof, you will be eligible to receive the payments and other benefits set forth in the Plan subject to the terms and conditions thereof. For all purposes under the Plan:

- [Effective as of the date hereof, your title and position are [INSERT]]
- [Effective as of the date hereof, your base salary has increased to $[INSERT]]
- [Effective as of the date hereof, your annual bonus target has increased to [INSERT]% of your base salary]
- Your Retention Date (the date through which you are currently anticipated to remain in your position with Company) is [INSERT].
- Your Retention Bonus amount will be $[INSERT], payable in two installments subject to the terms of the Plan.
- Your Post-Retention Payment Date (the date on which the second portion of your Retention Bonus will be paid in accordance with the Plan) is the date that occurs [INSERT] days following your Retention Determination Date.
- Your Annual Bonus Payment Amount will be calculated in accordance with the Plan.
- Your COBRA Benefit Period (the period following your employment during which the Company will make contributions toward the cost of your COBRA continuation health coverage, if applicable) ends [INSERT].
- Prior to May 31, 2018, you may apply for relocation to Atlanta, Georgia for a position with LogistiCare Solutions, LLC, and if your application is accepted, you will be entitled to relocation benefits as provided in the Plan, your Retention Bonus will be modified as provided in the Plan and you will not receive any other compensation or benefits under the Plan.

A copy of the Plan is attached hereto as Exhibit A. You should read it carefully and become comfortable with its terms and conditions and those set forth below.

By accepting this Retention Letter, you acknowledge the following provisions:

- that you have received and reviewed a copy of the Plan;
- that you understand that participation in the Plan requires that you agree to the terms of the Plan (including the provisions of the Release) that you irrevocably and voluntarily agree to those terms;
- that you have had the opportunity to carefully evaluate this opportunity and desire to participate in the Plan according to the terms and conditions set forth therein;
- that, while in effect, the Plan is the only severance pay plan, program or policy of the Company applicable to you, and supersedes all other retention and/or severance plans, programs, practices, policies, understandings and agreements, express or implied, written or oral, including any individual severance arrangement provided for in any employment agreement between you and the Company or any predecessor of the Company; and
- that the Company does not make any representations with respect to the application of Section 409A of the Code to any tax, economic or legal consequences of any payments payable to you under the Plan; and that (i) you retain full responsibility for the potential application of Section 409A of the Code to the tax and legal consequences of payments payable to you under the Plan and (ii) the Company shall not indemnify or otherwise compensate you for any violation of Section 409A of the Code that my occur in connection with the Plan.

You hereby agree that (i) your acceptance of this Retention Letter will result in your participation in the Plan subject to the terms and conditions thereof and (ii) this Retention Letter may not be amended, modified or terminated except pursuant to Article IX of the Plan.

This Retention Letter is subject in all respects to the terms and provisions of the Plan, as amended from time to time. In the event of any conflict between the terms of this Retention Letter and the terms of the Plan, the terms of the Plan shall govern.

[*Remainder of page intentionally left blank*]

Your participation in the Plan will be conditioned and effective upon your acceptance of this Retention Letter.

Sincerely,

THE PROVIDENCE SERVICE CORPORATION

By: _____
Name:
Title:

Accepted and agreed by the Participant:

_____
Name:

Exhibit A to Retention Letter

THE PROVIDENCE SERVICE CORPORATION
EMPLOYEE RETENTION PLAN

The Providence Service Corporation, a Delaware corporation (the "Company"), has adopted this Employee Retention Plan (this "Plan"), effective as of April 9, 2018, for the benefit of employees of the Company who are designated for participation in this Plan.

ARTICLE I

PURPOSES

The purposes of this Plan are as follows:

1.1 To encourage the continued attention and dedication of Participants (as defined below) to their assigned duties during a realignment of the corporate organizational structure of the Company (the "Transition Period"); and

1.2 To incentivize Participants to remain employed with the Company during the Transition Period, preserve the Company's institutional knowledge during the Transition Period and obtain the best possible outcome for the Company's shareholders by providing certain payments and benefits to Participants under the circumstances described herein.

ARTICLE II

DEFINED TERMS

2.1 For purposes of this Plan, the following terms shall have the meanings indicated below:

"Annual Bonus Payment Amount" with respect to a Participant means (after accounting for any increases to the Participant's base salary applicable to the fiscal year to which the bonus applies):

(i) if the Participant's Retention Date is on or before December 31, 2018, the unpaid bonus, if any, that would have become payable to such Participant in respect of the Company's 2018 fiscal year (based on actual performance) had such Participant remained continuously employed through the payment date of such annual bonus, to be calculated based on the Participant's target bonus percentage in effect as of December 31, 2018 and the base salary received by the Participant during 2018; and

(ii) in addition, if the Participant's Retention Date is after December 31, 2018, a pro rata share of the annual bonus that would have become payable to the Participant in respect of the Company's 2019 fiscal year had such Participant remained continuously employed through the payment date of such annual bonus, to be calculated as an amount equal to the product of (a) the bonus, if any, that would have become payable to the Participant in respect of the 2019 fiscal year (calculated as though "target" levels of performance had been achieved) multiplied by (b) a fraction, the numerator of which shall be the number of days elapsed through the Retention Date in the Company's 2019 fiscal year, and the denominator of which shall be three hundred and sixty-five (365).

In each case, the Compensation Committee will determine the amount, if any, of the bonus earned and calculate the value of the Annual Bonus Payment Amount in consultation with David Shackelton, the Company's former Chief Financial Officer. This consultation will include allowing David Shackelton to review and provide input into the financial calculations used by the Committee to determine if the participants achieved their financial and individual targets. The Compensation Committee's determination shall in each case be conclusive.

"Board" means the Board of Directors of the Company.

"Cause" with respect to a Participant has the meaning set forth in the employment agreement or letter between the Participant and the Company or, if such Participant is not party to an agreement or letter that contains a "Cause" definition, "Cause" means the occurrence of any of the following:

(a) the Participant commits fraud or theft against the Company Group, or is convicted of, or pleads guilty or nolo contendere to, a felony or any crime involving fraud or moral turpitude;

(b) the Participant engages in conduct that constitutes gross neglect or willful misconduct and that results, in either case, in financial or reputational harm to the Company Group;

(c) the Participant materially breaches any provision of an agreement with the Company or breaches any fiduciary duty or duty of loyalty owed to the Company or its shareholders;

(d) the Participant engages in any wrongful or questionable conduct which does or which is reasonably likely to bring the Company Group into public disgrace or embarrassment, or which is reasonably likely to cause one or more of its customers or clients to cease doing business with, or reduce the amount of business with, the Company Group;

(e) the Participant repeatedly neglects or refuses to perform his or her duties or responsibilities as directed by the Participant's supervisor or supervisors, the Chief Executive Officer, the Chief Financial Officer, the General Counsel, the Chief Transformation Officer, or the Board or any committee established by the Board, or violates any express direction of any lawful rule, regulation or policy established by the Company Group, the Participant's supervisor or supervisors, the Chief Executive Officer, the Chief Financial Officer, the General Counsel, the Chief Transformation Officer, or the Board or any committee established by the Board which is consistent with the scope of the Participant's duties, and such failure, refusal or violation continues uncured for a period five (5) days after written notice from the Company to the Participant specifying the failure, refusal or violation;

(f) the Participant commits any act or omission resulting in or intended to result in direct personal gain to such Participant at the expense of the Company Group; or

(g) the Participant materially compromises trade secrets or other confidential and proprietary information of the Company Group.

"COBRA Benefit Period" with respect to a Participant means the period specified as the COBRA Benefit Period in the Participant's Retention Letter.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Compensation Committee of the Board.

"Company Group" means, individually and collectively, the Company and each of its current or future subsidiaries, affiliates, joint ventures and related organizations, including any entity managed by the Company.

"Equity Award" means each stock option, restricted stock award or other equity or equity-based compensation award in respect of common stock of the Company granted to a Participant under the Equity Plan prior to such Participant's Retention Determination Date (including any "matching" grants of stock options in connection with a Participant's election to receive a portion of his or her annual bonus in the form of shares of the Company's common stock).

"Equity Plan" means the Providence Service Corporation 2006 Long-Term Incentive Plan, as amended and restated effective July 27, 2016.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Participant" means each Company employee selected by the Board as a Participant; provided, that no person shall be a "Participant" under the terms of this Plan unless he or she has received from the Company a Retention Letter in the form used for the Plan and has executed and delivered such Retention Letter to the Company within ten (10) days following the date of such Retention Letter (collectively, the "Participants").

"Post-Retention Payment Date" with respect to a Participant means the Post-Retention Payment Date specified in the Participant's Retention Letter.

"Retention Bonus" with respect to a Participant means a dollar ($) amount equal to the Retention Bonus specified in the Participant's Retention Letter plus an amount equal to the unpaid portion, if any, of the Participant's annual base salary otherwise due to be paid to the Participant through the Retention Date were the Participant continuously employed through such date. For the avoidance of doubt, "base salary" for purposes of the preceding sentence excludes any bonuses, incentives, commissions, overtime pay, shift pay, premium pay, cost of living allowances, perquisites, reimbursed expenses, or income from stock options, stock grants or other incentives awarded under the Equity Plan or otherwise.

"Retention Date" with respect to a Participant means the Retention Date specified in the Participant's Retention Letter.

"Retention Determination Date" with respect to a Participant means the date that is the earlier of (a) the Retention Date and (b) the date on which such Participant's employment with the Company is terminated by the Company without Cause.

"Separation from Service" has the meaning set forth in Section 409A of the Code and Treasury Regulation Section 1.409A-1(h)).

ARTICLE III

TERMINATION BENEFITS AND PAYMENTS

3.1 Retention Payments and Benefits. Except as otherwise provided herein, and subject to Section 3.4, if a Participant (i) remains continuously employed by the Company through the Retention Date or (ii) is terminated by the Company without Cause prior to the Retention Date, such Participant shall be entitled to receive the following payments and benefits:

(a) A single, lump-sum payment payable no later than the next regularly scheduled payroll date following the Retention Determination Date in an amount equal to 75% of the Retention Bonus; provided, that, to the extent required to comply with Section 409A of the Code, if the Release Period spans two calendar years, any installment of the Retention Bonus that would have been payable during the Release Period if the Release had been fully effective as of the Retention Determination Date shall be paid on the first regularly scheduled payroll date in such second calendar year after the date on which the Release is irrevocable;

(b) A single, lump-sum payment payable no later than the next regularly scheduled payroll date following the Post-Retention Payment Date in an amount equal to 25% of the Retention Bonus;

(c) As of the Retention Determination Date, (i) each outstanding Equity Award held by the Participant shall, to the extent not previously vested in accordance with its terms, become fully and immediately vested and, if applicable, become immediately exercisable and (ii) notwithstanding anything to the contrary in an award agreement, Equity Plan or otherwise, each outstanding Equity Award held by the Participant that is an option to purchase common stock of the Company shall remain exercisable through December 31, 2020, and, if not exercised by such date, shall be forfeited and cancelled without consideration therefor;

(d) An Annual Bonus Payment Amount, payable promptly following the completion and filing of the Company's annual audited financial statements for the 2018 fiscal year and no later than June 30, 2019; and

(e) Following the Participant's Separation from Service and subject to the Participant enrolling for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Participant may continue participation in the Company's group health insurance plans at participation and coverage levels applicable to such Participant as of the Retention Determination Date. During the COBRA Benefit Period, the Company will reimburse the Participant for the cost of COBRA continuation payments up to an amount, after reduction for applicable taxes, equal to the Company's monthly costs for such Participant's coverage under the applicable Company plan as of the Retention Determination Date. After such period, the Participant will retain any rights to continue coverage under the group health plans under the benefits continuation provisions pursuant to Section 4980B of the Code. Because of the current uncertainty in the taxation of health benefits, in the event that the Company determines that the provision of health benefits in the manner provided in this clause (ii) becomes legally prohibited or would subject the Participant or the Company to a material tax or penalty, or that such benefits are otherwise unable to be provided in a manner consistent with the intent of the parties to provide the Participant with a non-taxable benefit (both as the cost of the coverage and the provision of benefits under such coverage), the Company and the Participant shall cooperate reasonably and in good faith to preserve, to the maximum extent practicable without the imposition of material additional cost to the Company, the intended benefits hereunder.

3.2 Other Terminations. If a Participant's employment with the Company Group is terminated prior to the Retention Date (a) by the Company Group for Cause or (b) by the Participant for any reason, such Participant shall not be eligible to receive any payments or benefits under this Plan, except to the extent explicitly required by applicable law; provided, that if a Participant terminates his or her employment as a result of a material diminution prior to the Retention Date in such Participant's base salary or target bonus, such termination shall be treated as a termination by the Company without Cause for purposes of Section 3.1 if such Participant has (i) given the Company written notice of his or her intention to terminate employment within fifteen (15) days after the date on which he or she knows or should reasonably know of the salary or target bonus reduction, (ii) the Company has not restored the Participant's salary and/or target bonus within thirty (30) days of receiving such notice and (iii) such Participant has terminated his or her employment within fifteen (15) days following the expiration of the remedy period described in clause (ii). For the avoidance of doubt, a Participant's acceptance of employment with LogistiCare pursuant to Section 3.3 shall not be deemed a termination by the Company without Cause regardless of the salary or target bonus offered by LogistiCare. By accepting participation in the Plan, a Participant waives any right to any other retention or severance payments or benefits arising from a termination of his or her employment for "good reason," regardless of any provisions in any employment agreement, award agreement or otherwise.

3.3 Application for Relocation; Effect on Payments and Benefits. Prior to the applicable Retention Date, Participants may apply for employment with LogistiCare Solutions, LLC and its subsidiaries ("LogistiCare"). Any Participant whose application for employment with the Company is accepted shall receive (x) in lieu of the of the payments and benefits set forth in Section 3.1, a single, lump-sum payment equal to 50% of the Retention Bonus, payable no later than the next regularly scheduled payroll date following the date on which such Participant relocates to the area of the applicable LogistiCare location and commences employment with LogistiCare and (y) relocation assistance benefits, including moving expenses and closing costs of purchasing or selling a primary residence, in accordance with the Company Group's relocation policy as then in effect.

3.4 Release and Other Conditions to Severance. Any payments or benefits that may be provided to a Participant under this Plan shall be conditioned upon the following events:

(a) With respect to the payments or benefits that may be provided to a Participant under Section 3.1 of this Plan, such payments and benefits shall be conditioned upon (i) the Participant's execution, delivery and non-revocation of an effective release of claims against the Company Group (the "Release"), containing the provisions attached hereto as Exhibit B and such other terms as may be mutually agreed by the parties to the Release, which Release shall be delivered to the Participant within ten (10) days following the Retention Determination Date and which must be executed (and not revoked) by the Participant within sixty (60) days following the Retention Determination Date (the "Release Period") and (ii) at the Company's request, the Participant's return of all property belonging to the Company Group (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company Group); and

(b) With respect to the second installment of the Retention Bonus that may be provided to a Participant under Section 3.1(b), such payment shall be conditioned upon (i) the Participant's reasonable cooperation following the Retention Determination Date with the Company's requests for information and assistance concerning issues or matters related to the Company Group of which the Participant had knowledge during his or her employment with the Company Group and (ii) the Participant's compliance with the terms of the Release and execution and delivery to the Company of a written affirmation of the Release, in a form provided by the Company, effective as of the Post-Retention Payment Date.

3.5 No Other Severance or Retention Entitlements. While in effect, this Plan is the only severance and retention pay plan, program or policy of the Company applicable to Participants, and supersedes all other severance plans, programs, practices, policies, understandings and agreements, express or implied, written or oral, including any individual severance or retention arrangement provided for in any employment agreement or award agreement between any Participant and the Company or otherwise.

ARTICLE IV

SUCCESSORS; BINDING AGREEMENT

4.1 This Plan shall inure to the benefit of and shall be binding upon the Company, its permitted successors and assigns.

4.2 Except as otherwise provided herein or by law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under this Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to the Participant's legal guardian or personal representative. Notwithstanding the foregoing, if a Participant dies while any amount would still be payable to the Participant hereunder (other than amounts which, by their terms, terminate upon the death of the Participant) if the Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the executors, personal representatives or administrators of the Participant's estate.

ARTICLE V

NO MITIGATION OR OFFSET

5.1 The Company agrees that, in order for a Participant to be eligible to receive the payments and other benefits described herein, the Participant is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Participant by the Company pursuant to Section 3.1. Further, the amount of any payment or benefit provided for in this Plan shall not be reduced by any compensation earned by the Participant following the Retention Determination Date as the result of employment by another employer or otherwise, by retirement benefits, by offset against any amount claimed to be owed by the Participant to the Company, or otherwise.

ARTICLE VI

NOTICES

6.1 For the purpose of this Plan, notices and all other communications provided for in this Plan shall be delivered in the manner specified herein or, in the absence of such specification, shall be deemed to have been duly given (i) three (3) business days after mailing by first class certified mail, postage prepaid, (ii) when delivered by hand, (iii) upon confirmation of receipt or electronic verification by facsimile transmissions or (iv) one day after sending by overnight delivery service, to the respective addresses, facsimile numbers or electronic mail addressed to the Participant at the last address the Participant provided to the Company and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

The Providence Service Corporation
700 Canal Street, Third Floor
Stamford, Connecticut 06902
Fax: (203) 307-2799
Attention: Interim Chief Executive Officer

ARTICLE VII

DISPUTES

7.1 Exclusive Jurisdiction; Waiver of Jury Trial. The Company shall have the right to enforce the provisions of Section 3.3 through an action, suit or proceeding brought in any federal court located in the State of New York or any New York state court, and each Participant consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any right to a jury trial and any objection that such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum; provided that if a Participant is party to an employment agreement with the Company that provides for disputes to be resolved by arbitration then such arbitration provisions shall apply to the Participant's participation, rights and obligations under this Plan.

7.2 Expenses. In the event that the Company or any Participant initiates legal proceedings to enforce any provision of this Plan or resolve any dispute hereunder, the non-prevailing party shall be responsible for payment of the prevailing party's costs incurred in connection therewith, including reasonable attorneys' fees.

ARTICLE VIII

SECTION 409A

8.1 To the extent applicable, this Plan shall be interpreted and applied consistent and in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of this Plan to the contrary, to the extent that the Committee determines that any payments or benefits under this Plan may not be either compliant with or exempt from Section 409A of the Code and related Department of Treasury guidance, the Committee may in its sole discretion adopt such amendments to this Plan or take such other actions that the Committee determines are necessary or appropriate to (i) exempt the compensation and benefits payable under this Plan from Section 409A of the Code and/or preserve the intended tax treatment of such compensation and benefits, or (ii) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance; provided, that this Section 8.1 shall not create any obligation on the part of the Committee to adopt any such amendment or take any other action.

8.2 Notwithstanding anything to the contrary in this Plan, no amounts shall be paid to any Participant under this Plan during the six (6) month period following such Participant's Separation from Service to the extent that paying such amounts at the time or times indicated in this Plan would result in a prohibited distribution under Section 409A(a)(2)(b)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6) month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of the Participant's death), the Participant shall receive payment of a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such six (6) month period without interest thereon.

8.3 Notwithstanding anything to the contrary herein, to the extent required by Section 409A of the Code, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a Separation from Service with the Company, and, for purposes of any such provision of this Plan, references to a "resignation," "termination," "termination of employment" or like terms shall mean Separation from Service.

8.4 For purposes of Section 409A of the Code, each installment payment or other payment in series of payments made under this Plan shall be designated as a "separate payment" within the meaning of Section 409A of the Code.

8.5 Notwithstanding anything to the contrary herein, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Plan does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, (a) the amount of expenses eligible for reimbursement or in-kind benefits provided to the Participant during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Participant in any other calendar year; (b) the reimbursements for expenses for which the Participant is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (c) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

ARTICLE IX

TERMINATION AND AMENDMENT

This Plan may be amended or terminated, and any provision hereof may be modified (or waived), for one or more Participants at any time by the Committee in its sole discretion; provided, that no such amendment, modification or termination may adversely affect the rights of a Participant without the consent of such person, except as required by law. This Plan shall automatically terminate as of the date the last payment is made by the Company in respect of a Participant in accordance with the terms of the Plan.

ARTICLE X

MISCELLANEOUS

10.1 No Waiver. No waiver by the Company or any Participant, as the case may be, at any time of any breach by the other party of, or of any lack of compliance with, any condition or provision of this Plan to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. All other plans, policies and arrangements of the Company Group in which a Participant participates during the term of this Plan shall be interpreted so as to avoid the duplication of benefits paid hereunder.

10.2 No Right to Employment. Nothing contained in this Plan or any documents relating to this Plan shall (i) confer upon any Participant any right to continue as a Participant or in the employ or service of any member of the Company Group, (ii) constitute any contract or agreement of employment, or (iii) interfere in any way with any "at-will" nature (if applicable) of the Participant's employment with the Company Group.

10.3 Tax Withholding. All amounts payable hereunder shall be subject to withholdings for applicable federal, state, local or non-U.S. taxes and other required payroll deductions, including, in respect of any Equity Awards, under any Company "withhold to cover" or "sell to cover" program as then in effect.

10.4 Other Benefits. Amounts payable hereunder shall not be counted as compensation for purposes of determining benefits under other benefit plans, programs, policies and agreements, except to the extent expressly provided therein or herein.

10.5 Governing Law. This Plan and all rights hereunder shall be governed, construed and interpreted in accordance with the laws of the State of New York without regard to its principles of conflicts of laws.

10.6 Unfunded Obligation. All amounts payable under this Plan shall constitute an unfunded obligation of the Company. Payments shall be made, as due, from the general funds of the Company. This Plan shall constitute solely an unsecured promise by the Company to provide such benefits to Participants to the extent provided herein. For avoidance of doubt, any pension, health or life insurance benefits to which a Participant may be entitled under this Plan shall be provided under other applicable employee benefit plans of the Company Group. This Plan does not provide the substantive benefits under such other employee benefit plans, and nothing in this Plan shall restrict the ability of any member of the Company Group to amend, modify or terminate such other employee benefit plans.

10.7 Validity. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect.

Exhibit B to Retention Letter

Release Provisions and Restrictive Covenants

Release and Waiver of Claims. In consideration of the payments and benefits to which you are entitled as a Participant (as defined in the Plan) in The Providence Service Corporation Employee Retention Plan (the "Plan"), you hereby waive and release and forever discharge The Providence Service Corporation (the "Company"), its parent entities, subsidiaries, divisions, limited partnerships, affiliated corporations, successors and assigns and their respective past and present directors, managers, officers, stockholders, partners, agents, employees, insurers, attorneys, and servants each in his, her or its capacity as such, and each of them, separately and collectively (collectively, "Releasees"), from any and all existing claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, whether or not mature or ripe, that you ever had and now have against any Releasee including, but not limited to, claims and causes of action arising out of or in any way related to your employment with or separation from the Company, to any services performed for the Company, to any status, term or condition in such employment, or to any physical or mental harm or distress from such employment or non-employment or claim to any hire, rehire or future employment of any kind by the Company, all to the extent allowed by applicable law. This release of claims includes, but is not limited to, claims based on express or implied contract, compensation plans, covenants of good faith and fair dealing, wrongful discharge, claims for discrimination, harassment and retaliation, violation of public policy, tort or common law, whistleblower or retaliation claims; and claims for additional compensation or damages or attorneys' fees or claims under federal, state, and local laws, regulations and ordinances, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act ("WARN"), or equivalent state WARN act, the Employee Retirement Income Security Act ("ERISA"), and the Sarbanes-Oxley Act of 2002. You understand that this release of claims includes a release of all known and unknown claims through the date on which this release of claims becomes irrevocable (the "Effective Date").

Confidentiality. Further, as a condition precedent to the receipt of any payments (except as required by law) and benefits provided to you under the Plan, you agree that you will not following the Retention Determination Date, at any time, except with the express prior written consent of the Board, directly or indirectly, disclose, communicate or divulge to any person, or use for the benefit of any person, any secret, confidential or proprietary knowledge or information relating to the Company or its affiliates (including LogistiCare) including, but not limited to, customer and client lists, customer and client accounts and information, prospective client, customer, contractor or subcontractor lists and information, services, techniques, methods of operation, pricing, costs, sales, sales strategies or methods, marketing, marketing strategies or methods, products, product development, research, know-how, policies, financial information, financial condition, business strategies or plans or other information of the Company or its affiliates which is not generally available to the public.

Notwithstanding the foregoing, you are not (a) prohibited from providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company by any government agency or other regulator that is responsible for enforcing a law on behalf of the government or otherwise providing information to the appropriate government regulatory agency or body regarding conduct or action undertaken or omitted to be taken by the Company that you reasonably believe is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to the Company or (b) required to obtain the approval of, or give notice to, the Company or any of its employees or representatives to take any action permitted under clause (a) of this paragraph.

Nondisparagement. You further agree that you will not at any time publish or communicate disparaging or derogatory statements or opinions about the Company or its affiliates, including but not limited to, disparaging or derogatory statements or opinions about the Company's or its affiliates' management, products or services to any third party. It shall not be a breach of the terms of this paragraph for you to testify truthfully in any judicial or administrative proceeding or to make statements or allegations as required by law or in legal filings, including, without limitation, any such filings made by you to enforce your rights against the Company or any of its affiliates, that are based on your reasonable belief and are not made in bad faith.

Non-Solicitation. You further agree that for a period of one (1) year after the Retention Determination Date you will not, directly or indirectly, for your own account or for the benefit of any person or entity: (i) solicit, service, supply or sell to, contact, or aid in the solicitation, servicing, supplying or selling to any person or entity which is or was a customer, prospective customer, client, prospective client, contractor, subcontractor or supplier of the Company or its affiliates within three (3) years prior to your termination of employment ("Company Customers/Clients"), for the purpose of (A) selling services or goods in competition with the Company; (B) inducing Company Customers/Clients to cancel, transfer or cease doing business in whole or in part with the Company or any of its affiliates or (C) inducing Company Customers/Clients to do business with any Person in competition with the Business of the Company; or (ii) solicit, aid in solicitation of, induce, contact for the purpose of, encourage or in any way cause any employee of the Company or any of its affiliates to leave the employ of the Company or its affiliates, or otherwise interfere with such employee's relationship with the Company or any of its affiliates. Nothing in this paragraph shall preclude you from making good faith generalized solicitations for employees through advertisements or search firms not specifically directed at such persons.

Cooperation with Proceedings. You further agree that, prior to your Post-Retention Payment Date and, if longer, during the pendency of any litigation or other proceeding, you (a) will not communicate with anyone (other than your attorneys and tax and/or financial advisors and except to the extent you determine in good faith is necessary in the performance of your duties hereunder) with respect to the facts or subject matter of any pending or potential litigation, or regulatory or administrative proceeding involving the Company Group, other than any litigation or other proceeding in which you are a party-in-opposition, without giving prior notice to the Company, and (b) in the event that any other party attempts to obtain information or documents from you (other than in connection with any litigation or other proceeding in which you are a party-in-opposition) with respect to matters you believe in good faith are related to such litigation or other proceeding, you will promptly so notify the Company's counsel. You agree to cooperate, in a reasonable and appropriate manner, with the Company and its attorneys, prior to the Post-Retention Payment Date, in connection with any litigation or other proceeding arising out of or relating to matters in which you were involved prior to the termination of employment to the extent the Company pays all Company-approved expenses you incur in connection with such cooperation.

Limitation of Release: Notwithstanding the foregoing, this release of claims will not prohibit you from filing a charge of discrimination with the National Labor Relations Board, the Equal Employment Opportunity Commission ("EEOC") or an equivalent state civil rights agency, but you agree and understand that you are waiving your right to monetary compensation thereby if any such agency elects to pursue a claim on your behalf. Further, nothing in this release of claims shall be construed to waive any right that is not subject to waiver by private agreement under federal, state or local employment or other laws, such as claims for workers' compensation or unemployment benefits or any claims that may arise after the Effective Date. In addition, nothing in this release of claims will be construed to affect any of the following claims, all rights in respect of which are reserved:

(a) Any payment or benefit set forth in the Plan;

(b) Reimbursement of unreimbursed business expenses properly incurred prior to the termination date in accordance with the policy of the Company;

(c) Claims under the Equity Plan (as defined in the Plan) in respect of vested Company equity held by you;

(d) Vested benefits under the general Company employee benefit plans (other than severance pay or termination benefits, all rights to which are hereby waived and released);

(e) Any claim for unemployment compensation or workers' compensation administered by a state government to which you are presently or may become entitled;

(f) Any claim that the Company has breached this release of claims; and

(g) Indemnification as a current or former director or officer of the Company or any of its subsidiaries (including as a fiduciary of any employee benefit plan), or inclusion as a beneficiary of any insurance policy related to your service in such capacity.

It is the intention of the parties to restrict your activities in a manner which reasonably protects the legitimate business interests of the Company. In the event the restrictive conditions expressed herein are deemed overly broad or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the terms of this Retention Letter be enforced to the fullest extent allowed under applicable law, and be reformulated by such court to the extent necessary to so enforce it.

Project Falcon Press Release

For Immediate Release

Providence Service Corporation Announces Organizational Consolidation to Strengthen Operational Effectiveness

To further strengthen strategic focus and organizational alignment, substantially all holding company activities and functions will be integrated into LogistiCare

STAMFORD, Conn., April 11, 2018 – The Providence Service Corporation (the "Company" or "Providence") (Nasdaq: PRSC) today announced an organizational consolidation plan to integrate substantially all activities and functions currently performed at the corporate holding company level into LogistiCare, the Company's largest subsidiary and the nation's leader in non-emergency medical transportation. The organizational consolidation will result in a more streamlined company structure with greater operational and strategic alignment and better able to pursue both organic and inorganic growth initiatives. This strategic process is expected to take approximately 12 months to complete, over which time implementation costs will negatively impact earnings. Once completed, the organizational consolidation is expected to generate annual savings of at least $10 million.

LogistiCare will retain its name and continue to be headquartered in Atlanta, GA. The publicly-traded, legal entity, which owns LogistiCare, will continue to be named The Providence Service Corporation and be listed on NASDAQ under the ticker symbol PRSC. As part of the organizational consolidation process, the Company's current Stamford, CT headquarters and Tucson, AZ satellite office will be closed. Current Providence employees will relocate to Atlanta and become LogistiCare employees or fully transition their roles and responsibilities to current or newly hired LogistiCare employees in Atlanta.

The organizational consolidation process will be led by Carter Pate, Interim Chief Executive Officer. Effective today David Shackelton will assume the newly created role of Chief Transformation Officer, Bill Severance will move from his current position as Chief Accounting Officer to Interim Chief Financial Officer, and Laurence Orton will move from his current position as Corporate Controller and VP Finance to Interim Chief Accounting Officer and SVP Finance. A search process for a permanent Chief Financial Officer, based in Atlanta, has been launched.

"Today's announcement marks the realization of a detailed review by the Providence Board of Directors on how best to capitalize on the full growth and value creation potential of LogistiCare," said Chris Shackelton, Chairman of the Providence Board of Directors. "The Board review included a close examination of the Company's capital allocation and acquisition strategy, as well as the deployment of resources across the current holding company, LogistiCare, and other subsidiaries. The Board determined that a consolidation of the holding company infrastructure into LogistiCare creates an organizational structure with strategic, operational and cultural alignment, led by a single executive leadership team. We believe these actions will drive shareholder value by sharpening our focus on the significant growth opportunities available to our core asset, LogistiCare."

Mr. Pate stated, "As we have recently discussed, Providence has been increasingly allocating growth capital and strategic resources to LogistiCare. This organizational consolidation reflects our view that the highest returning opportunities will continue to reside within LogistiCare, where we have been actively investing in numerous organic growth and margin enhancement initiatives. We also anticipate that future M&A efforts will be focused on opportunities that are adjacent, complementary and synergistic to LogistiCare. Ultimately, the consolidation of Providence under a unified, streamlined organizational structure is a natural evolution that will ensure more effective management and alignment with our multiple value enhancement strategies."

Following completion of the organizational consolidation, oversight responsibilities for the Company's Workforce Development Services segment, which mainly operates under the Ingeus brand, as well as the Company's investment in Matrix Medical Network, will transition to the LogistiCare executive team.

About Providence
The Providence Service Corporation owns subsidiaries and investments primarily engaged in the provision of healthcare services in the United States and workforce development services internationally. For more information please visit www.prscholdings.com.

About LogistiCare
LogistiCare, a wholly-owned subsidiary of The Providence Service Corporation, is the nation's largest manager of non-emergency medical transportation programs for state governments and managed care organizations. Its range of services includes call center management, network credentialing, vendor payment management and non-emergency medical transport network formation and management. In 2017, LogistiCare managed over 65 million trips for more than 24 million eligible riders. For more information please visit www.logisticare.com.

Forward-Looking Statements
This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believe," "demonstrate," "expect," "estimate," "forecast," "anticipate," "should" and "likely" and similar expressions identify forward-looking statements. In addition, statements that are not historical should also be considered forward-looking statements. Readers are cautioned not to place undue reliance on those forward-looking statements, which speak only as of the date the statement was made. Such forward-looking statements are based on current expectations that involve a number of known and unknown risks, uncertainties and other factors which may cause actual events to be materially different from those expressed or implied by such forward-looking statements. These factors include, but are not limited to, our ability to successful implement and execute on our organizational consolidation plan and other risks detailed in Providence's flings with the Securities and Exchange Commission, including its Annual Report on Form 10-K. Providence is under no obligation to (and expressly disclaims any such obligation to) update any of the information in this press release if any forward-looking statement later turns out to be inaccurate whether as a result of new information, future events or otherwise.

Investor Relations Contact
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